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No. 29]

NEW DELHI, SATURDAY, JULY 19, 1969/ASADHA 28, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन का छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिवचनाएं

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

New Delhi, the 4th July 1969

S.O. 2855.—In pursuance of section 106 of the Representation of the People Act, 1951, pronounced on the 24th March, 1969, by the High Court of Judicature at Allahabad, in Election Petition No. 1 of 1968.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
CIVIL SIDE

ORIGINAL JURISDICTION

Dated Allahabad the 24th day of March, 1969

PRESENT:

The Hon'ble T. Ramabhadran.....Judge.

ELECTION PETITION No. 1 OF 1968.

Sri Bhargunath.....Petitioner,

Vs.

Sri Sita Ram Jaipuria and others.....Opp. Parties.

By the Court

ELECTION PETITION No. I of 1968

Hon'ble Ramabhadran, J.

This election petition under section 81 of the Representation of the People Act, 1951 (referred to hereinafter as "the Act") arises out of the election of twelve members to the Council of States (Rajya Sabha) from Uttar Pradesh, held in March 1968. The electoral college consisted of the elected members of the Uttar Pradesh Vidhan Sabha (Legislative Assembly). 18th March 1968 was the last date for the filing of nominations. 19th March 1968 was the date for scrutiny, while 23rd March 1968 was the last date for withdrawal of nominations. Polling was done on 28th March 1968. Counting of the ballot papers and the declaration of the result were done on the same day. Nineteen nominations had been filed, out of which 3 were withdrawn. Thus, there were 16 candidates left in the field. The Returning Officer declared that respondents nos. 1 to 12 were duly elected to the Council of States in the twelve vacancies. Respondents Nos. 13 to 16 were the unsuccessful candidates. The petitioner, Sri Bhriugu Nath, was an elected member of the U.P. Legislative Assembly from February 1967 till the Assembly, itself, was dissolved by the President of India on 15th April, 1968. The election was done on the basis of proportional representation by single transferable vote.

The petitioner challenged the election of respondent No. 1 Sri Sita Ram Jaipuria (to be referred to hereinafter as "Sri Jaipuria"), of Civil Lines, Kanpur, on the ground that he had committed the corrupt practice of bribery in the election. According to the petitioner, if the votes procured by respondent No. 1, by the commission of the corrupt practices, mentioned above, were left out of consideration, either respondent No. 13 Sri Kali Shankar Shukla, or respondent No. 15 Sri B. P. Maurya, would have been successful in the election. In the election petition, it was alleged that respondent No. 1 Sri Jaipuria, had no political background; he did not belong to any political party, nor had he contested the election on the ticket of any party. He had no political work to his credit. He was a big industrialist and had vast financial resources at his disposal. The candidature of Sri Jaipuria was neither sponsored nor supported by any political party in the U.P. Legislature. Respondents Nos. 13 and 15 (Sri Shukla and Sri Maurya), on the other hand, belonged, to the Communist and the Republican Party, respectively, and were supported not only by the parties to which they belonged but also by certain other parties. 417 electors cast their votes in the above election. Sri Jaipuria, respondent No. 1, had appointed as his election agent one Sri Sita Ram Bhavsinka (referred to hereinafter as "Sri Bhavsinka"), who was an officer of high rank in the Swadeshi Industrial complex. It was further stated in the election petition that Sri Jaipuria personally, as well as his election agent Sri Bhavsinka, approached and offered money to a number of the electors (members of the U.P. Legislative Assembly) with a view to induce them to vote for the former i.e. Sri Jaipuria. Details of this corrupt practice have been set forth in Schedule I to the petition.

It was further alleged in the election petition that Sri Jaipuria, and Sri Bhavsinka aforesaid, actually paid money to some members of the U.P. Legislative Assembly with a view to induce them to vote for Sri Jaipuria in the election. Details of the above corrupt practice have been given in Schedule II to the petition. Accordingly, it was claimed that the votes cast in favour of Sri Jaipuria were liable to be discarded, and further, the second and other preference marks made on the relevant ballot papers in Sri Jaipuria's favour had to be counted in respect of other candidates. If the ballot papers were re-counted after excluding the above-mentioned votes, it was contended that it would be found that either respondent no. 13 Sri Shukla, or respondent no. 15 Sri Maurya, had secured a majority of valid votes, and were entitled to be declared as elected to the Council of States.

The election petitioner, accordingly prayed for a declaration that the election of respondent no. 1 Sri Jaipuria to the Council of States from the U.P. Legislative Assembly was void, and further, that after re-counting of votes either respondent no. 13 Sri Shukla, or respondent no. 15 Sri Maurya, be declared duly elected instead to the Council of States. Costs were also prayed for.

On issue of notice of this election petition, written statements were filed by respondent no. 1 Sri Jaipuria, respondent no. 2 Sri Ajit Prasad Jain, respondent no. 7 Sri Pitamber Das, respondent no. 9 Sri Prem Manohar and respondent no. 10 Sri Man Singh. No written statements were filed by the remaining respondents, against whom the election petition proceeded *ex parte*.

In his written statement, Sri Jaipuria, while admitting that he had contested the election as an independent candidate and had been duly elected, categorically denied the commission of any corrupt practice. Sri Jaipuria further alleged in his written statement that the Jaipuria family, to which he belonged, had been taking an active part in several social, cultural, economic and political activities in the interest of the country, though not on party lines. He added that he was previously elected to the Council of States from Uttar Pradesh in March 1962—on that occasion also as an independent member. Sri Jaipuria further denied that Sri Bhavsinka, who, admittedly, had been appointed as his election agent, had either offered or actually handed over sums of money to any of the electors as motive or reward for voting in his (Sri Jaipuria's) favour.

Other pleas taken in the written statement were to the effect that the details of corrupt practice as set forth in Schedules I and II to the election petition were vague and lacking in material particulars. Another objection taken was that the election petition was not maintainable, because the election petitioner had merely sought a declaration that the election of Sri Jaipuria to the Council of States be set aside, i.e. instead of seeking a declaration that the entire election was void. Other legal pleas were also taken.

In his written statement respondent No. 2, Sri Ajit Prasad Jain pleaded that he had no knowledge of the commission of corrupt practices as alleged in the election petition. It was contended that he (respondent No. 2) had been validly elected as a member of the Council of States and he had been unnecessarily impleaded, and as such was entitled to his costs.

Respondent No. 7 Sri Pitamber Das, respondent No. 9 Sri Prem Manohar and respondent No. 10 Sri Man Singh, in their respective written statements took up a similar position.

The following issues were framed in the case:—

- (1) Whether the election petition is within time? (on election petitioner).
- (2) Whether the verification of the affidavit, filed by the petitioner, in support of the allegations of corrupt practice, made in the election petition, is defective? (on respondent No. 1) If so, what is the result?
- (3) Whether the election petition is not maintainable because the election petitioner has merely sought a declaration that the election of respondent No. 1 to the Council of States be set aside, i.e., instead of seeking a declaration that the entire election be declared void? (on respondent No. 1).
- (4) Whether the election petitioner has no *locus standi* to file the present election petition for reasons stated in paras 1 and 2 of the written statement of respondent No. 1? (on respondent No. 1) If so, what is the result?
- (5) Whether respondent No. 1, Sri Sita Ram Jaipuria personally and through his election agent Sri Sita Ram Bhavsinka, approached and offered sums of money to three members of the U.P. Legislative Assembly (as mentioned in Schedule I to the election petition), they being electors for the election of 12 seats in the Council of States, with the object of inducing them to vote for him (respondent No. 1) at the time and places mentioned in Schedule I? (on election petitioner) If so, what is the result?
- (6) Whether respondent No. 1, and his election agent Sri Sita Ram Bhavsinka, paid sums of money to three members of the U.P. Legislative Assembly mentioned in Schedule II to the petition, they being electors for the election of 12 seats in the Council of States, at the time and places mentioned in Schedule II, with the object of inducing them to cast their votes in his (first respondent's) favour? (on election petitioner) If so, what is the result?
- (7) Whether the details of corrupt practice, as given in column 4 of Schedules I and II of the election petition are vague and lacking in material particulars? If so, what is the result? (on respondent No. 1).
- (8) (a) To what reliefs, if any, is the petitioner entitled?
(b) Whether, in the event of the election of respondent No. 1 to the Council of States from the U.P. Legislative Assembly being declared void and recounting of votes being done, respondents Nos. 13 (Sri

Kali Shanker Shukla) or respondent No. 15 (Sri S. P. Maurya) would be entitled to be declared elected to a seat in the Council of States?

Issues 1, 2, 3 and 4 were treated as preliminary issues, and as they did not require evidence, were taken up first. For reasons stated in my order of 25th September, 1968, issue No. 1 was decided in favour of the petitioner, i.e., to the effect that the election petition was within time. The first part of issue No. 2 was decided in the negative, and consequently the second part thereof did not arise. At the request of the learned counsel for the contesting parties, issues Nos. 3 and 4 were reserved to be considered at a later stage. The first part of issue No. 7 was decided in the negative on 26th September, 1968, and in the circumstances the second part of that issue did not arise. As regards issue No. 4, the same was not pressed, as stated at the Bar on 3rd February, 1969 on behalf of the contesting respondent.

Issue Nos. 5 and 6:

The controversy has centred around these two issues. Both parties have adduced evidence regarding these issues. Since the evidence regarding these two issues is to a large extent over-lapping, it would be convenient to take them up together.

According to Schedule I to the election petition, Sri Bhavsinka, as election agent of Sri Jaipuria, respondent No. 1, had offered money, by way of bribe, to Sri Bhrigunath, election petitioner (P. W. 5), as well as to Sri Bechan Ram (P.W. 1), M.L.A. on the evening of 27th March, 1968, at the M.L.A.'s Hostel (popularly known as 'Darulshafa,' and referred to hereinafter as such) at Lucknow. It was further stated in Schedule I that Sri Jaipuria himself had offered a bribe to Sri Nanhe Lal Kuril, then M.L.A. (P. W. 4) at Lucknow between, 15th March, 1968 and 27th March, 1968.

Similarly, according to Schedule II to the election petition, Sri Bhavsinka aforesaid, as election agent of respondent No. 1 Sri Jaipuria, *actually*, paid money by way of bribe to Sarvasri Bharat Singh Chauhan, Kanhaiya Lal Visharad and Ram Charan Dohre, then M.L.A.'s, on 17th March, 1968 at Darulshafa, Lucknow, the preliminary offer and negotiations having been completed by 15th March, 1968.

Let us now turn to the evidence adduced by the parties. P.W. 1 Bechan Ram, in the course of his deposition, stated that in 1967, he successfully contested the election to the U.P. Legislative Assembly as a S.S.P. candidate. He was allotted quarters in 'B' Block in Darulshafa. The election to the Council of States from the U.P. Legislative Assembly took place in March 1968. Sri Gaure Murarhi, respondent No. 4, was the S.S.P. candidate for that election. Sri Jaipuria was also seeking election to the Council of States as an independent candidate. At about 6 p.m., on 27th March 1968 a man, who gave out his name as Sita Ram and alleged that he was agent of Sri Jaipuria, came to the witness's room in Darulshafa. At that time, Sri Badri Prasad (P. W. 6), an Advocate, was seated in the witness's room. The man who gave out his name as Sita Ram expressed a desire to speak to the witness alone. Thereupon, Sri Badri Prasad left the room and went out to the verandah. The man, who gave out his name as Sita Ram then told the witness that he had come to seek his support in connection with the candidature of Sri Jaipuria, who according to him, was being supported by some of the S.S.P. M.L.A.'s. He added that the number of S.S.P. votes was more than sufficient to ensure the success of the S. S. P. candidate. That man also offered the witness financial, and other kinds of assistance, adding that he (the witness) must have incurred considerable expenditure on his election to the Vidhan Sabha. That man further expressed a desire to speak to the witness's colleague Sri Bhrigunath, who also had been elected M.L.A. from Varanasi district. At the request of the witness, Sri Badri Prasad went and called Sri Bhrigunath from his room. On the arrival of Sri Bhrigunath, that man who had given out his name as Sita Ram, repeated to him (Sri Bhrigunath) what he had already told the witness Sri Bechan Ram. Sri Bhrigunath retorted that he was not prepared to act against his principles, and went back to his room. Sri Bechan Ram also declined the offer of financial assistance made by that man.

In cross-examination this witness admitted that he lodged no written complaint in the matter with Sri Ugra Sen, who was then the S.S.P. leader in the Vidhan Sabha, although according to the witness, he did make an oral complaint

the following morning to Sri Ugra Sen. When asked in cross-examination, as to why he had deputed Sri Badri Prasad to call Sri Bhirgunath when he did not relish the offer of monetary help made by the man who gave out his name as Sita Ram, the witness replied that he sent Sri Badri Prasad to call Sri Bhirgunath, since he was requested to do so, and he saw no harm in calling him.

P. W. 5 Sri Bhirgunath, stated while in the witness-box that after his election to the U. P. Vidhan Sabha on S.S.P. ticket, he was allotted Room No. 98-B in Darulshafa, Lucknow for his stay. In the month of March 1968, there was an election to the Council of States from U. P. Vidhan Sabha. Sri Jaipuria was seeking election to the Council of States as an independent candidate. He was attempting to secure votes by spending money, i.e., by bribing the voters. According to this witness, Sri Jaipuria and his workers used to visit members of the Vidhan Sabha and offered them bribes, and also promised to extend to them "other facilities" if they voted for Sri Jaipuria. Sri Bhavsinka was the election agent of Sri Jaipuria. The witness added that on 27th March 1968 at about 6 P.M. he was called to the room of Sri Bechan Ram, then M.L.A. (P.W.1) by Sri Badri Prasad (P. W. 6). When he reached there, he found Sri Bechan Ram and two other persons present there. Sri Bechan Ram told the witness that Sri Sita Ram Bhavsinka (one of those two men) was the election agent of Sri Jaipuria, and he wished to speak to him. Thereupon Sri Bhavsinka told the witness that since the S.S.P. had 44 votes their candidate Sri Gaure Murarhi would have no difficulty in winning the election on 32 votes, and 12 of the party's votes would be surplus. Sri Bhavsinka further requested the witness to cast his vote in favour of Sri Jaipuria, adding that he (the witness) must have spent considerable money at the last general election, and fresh elections were also likely. He offered financial and "other" help to the witness if he voted for Sri Jaipuria. The witness got very annoyed with Sri Bhavsinka on hearing these words. He told Sri Bhavsinka that he was a member of the S.S.P. and was bound by its rules and regulations. He added that he would follow the mandate of the party and would not vote for Sri Jaipuria. Saying this he left the room. Sri Bhavsinka followed him to the verandah, where he requested him not to get angry and to listen to him. He further told the witness that several members of his (witness's) party were supporting Sri Jaipuria. He further stated that he had paid Rs. 4,000/- each to Sri Ram Charan Dohre, Sri Kanhaiya Lal Visharad and Sri Bharat Singh Chauhan. He offered to pay the witness a little more. Sri Bhavsinka also reminded the witness that he was a poor man, his financial condition was not good, voting was secret, and there was no harm in accepting the money. The witness, however, abruptly left the spot and went away, telling Sri Bhavsinka that he was wasting his time, and that he (the witness) was bound by the Party's regulations. The same night Sri Raj Narain, M.P. and Sri Ugra Sen, then M.L.A. and leader of the S.S.P. in the Vidhan Sabha, came to the witness's room in Darulshafa. The former was staying with the witness. The witness told them that Sri Jaipuria and his men were moving in the Darulshafa, and the councillors' residence, carrying bags of money, and were purchasing votes by paying bribes to the members of the Vidhan Sabha. The election to the Council of States took place on the following day. The S.S.P. candidate Sri Gaure Murarhi secured only 26 votes. On learning this, Sri Ugra Sen called a meeting of the Party in Room No. 98-B, Darulshafa. That meeting was not however attended by Sri Bharat Singh Chauhan, Sri Ram Charan Dohre and Sri Kanhaiya Lal Visharad. When the result of the election to the Council of States was announced, the witness came out of the Assembly Hall and saw Sri Jaipuria being garlanded. Sri Jaipuria then made a speech, thanking not only those members of the Vidhan Sabha who had voted for him and his workers who had worked hard in his cause, but also his own wealth on account of which he had been successful in the election.

The witness went on to relate that on the same night at about 7 A.M. a meeting of the Party was held in his room. At that meeting, the witness referred to the talk that had taken place between him and Sri Bhavsinka the previous day. In cross-examination, the witness denied that the S.S.P. had split into two groups, and some members, including Sri Ram Charan Dohre, had already announced their intention to resign from the Party. The witness further admitted that no money was paid in his presence to Sri Ram Charan Dohre, or Sri Kanhaiya Lal Visharad or Sri Bharat Singh Chauhan, Sri Bhavsinka and Sri Nanhe Lal had, however, informed him about it. The witness went on to state that he had filed this election petition because he was profoundly shocked that members of the Vidhan Sabha who have been elected on popular votes subsequently should sell their votes and thereby betray their constituency.

P. W. 6 Badri Prasad, an Advocate practising at Varanasi for the last 1-1/2 years, stated that on 27th March, 1968 he was at Lucknow. That day, in the evening he went to Darulshafa to meet Sri Bechan Ram, then M.L.A. The time was about 6 P.M. A few minutes after he reached the room of Sri Bechan Ram, two men came there. One of those two men, introduced himself as Sita Ram Bhavsinka, and said that he had come there on behalf of Sri Jaipuria. He added that he wanted to speak confidentially to Sri Bechan Ram, as well as to Sri Bhirgunath. At the request of Sri Bechan Ram, the witness went to call Sri Bhirgunath, from his room in the corner. The witness (Sri Badri Prasad), however, remained standing in the gallery. While standing there, the witness overheard the conversation going on inside the room of Sri Bechan Ram. Sri Bechan Ram told Sri Bhirgunath that Sri Bhavsinka had come on behalf of Sri Jaipuria and wanted to talk to him. Sri Bhavsinka then told Sri Bhirgunath that he had already spoken to Sri Ram Chandra Dohre, Sri Kanhiya Lal Visharad and Sri Bharat Singh Chauhan, and that they had promised to support Sri Jaipuria in the election, and had been paid Rs. 4,000/- each. Sri Bhavsinka offered to pay whatever amount Sri Bhirgunath desired, and also to render "other assistance", if he voted for Sri Jaipuria. Sri Bhirgunath rejected the offer, retorting that he was bound by the rules and regulations of his party, and would vote according to the Party's mandate. A few minutes later, those two persons came out in the verandah. Sri Bhavsinka then requested Sri Bhirgunath not to get angry, adding that his (Sri Bhavsinka's) man had been to his village and had seen his financial condition. That man had allegedly assured Sri Bhavsinka that if some financial assistance was given to Sri Bhirgunath he would cast his vote in favour of Sri Jaipuria. Sri Bhirgunath told Sri Bhavsinka that he was wasting his time, and that he would vote according to the Party mandate. Saying this, Sri Bhirgunath entered the room of Sri Bechan Ram, and the other man left. Sri Badri Prasad then went to the room of Sri Chandra Shekhar Singh, M.L.A. from Chandauli, and told him what had happened.

In cross-examination, this witness stated that he had gone to Lucknow that time in connection with the scholarship application of his younger brother Prem Chand. First of all he went to the room of Sri Chandra Shekhar Singh, M.L.A., but as he was not to be found he went to the room of Sri Bechan Ram, whom he had known for long. The witness went to the office of the Director Harijan Welfare on 28th March, 1968 between 10 and 11 A.M. where he met Sri Kuneel. The witness admitted that his brother did not get the scholarship. In cross-examination, this witness admitted that he did not deem it proper to overhear the conversation going on inside the room of Sri Bechan Ram. In the same breath, however, he stated that he remained standing near the window and listened to the talk "out of curiosity". The witness further admitted that his brother's application for scholarship was addressed to the Director of Harijan and Social Welfare, Lucknow and was submitted to the District Harijan and Social Welfare Officer at Varanasi, to be forwarded to the former officer. Admittedly, the witness made no enquiries from the District Harijan and Social Welfare Officer as to what had happened to that application. The witness had never been to Lucknow previously. He had admittedly no close relationship with Sri Bechan Ram, although he had known him for 2 or 2-1/2 years.

P.W. 3 Hirdey Narain Pandey, a compounder in the Rajesh Aushadhalya, Raja Talab, Rani Bazar, in the district of Varanasi, stated that on 28th February 1968, a man professing to be Vidyadhar Malvi came to the dispensary, along with the Manager of the Jaipuria Smirti Bhawan, Varanasi. They met Dr. Balmik Pandey, who was Medical Officer in charge of the dispensary. They requested Dr. Pandey to introduce them to Shri Bhirgunath, then M.L.A. Dr. Pandey explained that he had to attend to a large number of patients, and consequently he could not leave his dispensary, but he offered to send the witness along with them. Accordingly the witness (H. N. Pandey) accompanied those two persons to Lachchapur, where the residence of Shri Bhirgunath was situated. There they came to know that Shri Bhirgunath was not at home and had gone to the house of one Jagerdeo in Raja Talab. Those two persons then made enquiries about Shri Bhirgunath's financial condition from the members of his family and neighbours. They then proceeded to the house of Jagerdeo in Raja Talab, where they were informed that Sri Bhirgunath had come earlier but had left. Jagerdeo however offered to convey to Sri Bhirgunath any message that might be left with him. Vidyadhar Malviya then took a piece of paper from Jagerdeo and wrote out a letter (Ex. 1), signed it and gave it to Jagerdeo with the request to hand it over to Sri Bhirgunath. Vidyadhar Malviya offered Rs. 200 to Jagerdeo

towards his expenses for coming over to Kanpur, but the latter declined the offer. That letter Ex. 1 runs as follows:—

"Sri Bhrigunath Ji, M.L.A.,

Sadar Namaste,

Main aapke niwas sthan Lachchapur milne dinak 28th February 1968 ko gaya tha par wahan se pata chala ki aap Raja Talab par milenge, so yehan bhi nahi mile, aur is tarah se main aapke darshan se vanchit raha. Aapko malum hona chahiye ki 28th March 1968 ko Raja Sabha ka chunao hai aur Kanpur ke Shri Babu Sitaram Ji Jaipuria, Swadeshi Cotton Mills ke malik, ne mujhe aapke pas is hetu bhej kar aap se prarthna kiya hai ki aap apna mat inhen pradan karne ka kasht karen. Aap apne kishetra ke imandar aur acche karya-karta hain, insliye aapka sahyog zaruri hai. Yadi aapko avkas ho to aap ninan pate par milne ka kasht karen, to ane jane ka kirya wa sab suvidha diya jawega.

Asha hai aap avashya aakar anugrahit karne ki kripa karenge.

Vidyadhar Malviya
Swadeshi Cotton Mills,
Co. Ltd., Kanpur Juhl,
Block No. 23212 Babu Purwa,
New Labour Colony, Kanpur.

Ya patra dene ka kasht karen."

Comments about this letter will be made in due course. This witness admitted that there was no special friendship between Sri Bhrigunath and Dr. Pandey. He further admitted that he had not met Vidyadhar Malviya prior to 22nd February 1968. According to this witness, at the time he left the dispensary 15 or 16 patients were waiting there to be attended to.

P.W. 4 Nanhey Lal, then M.L.A., stated that after his election to the U.P. Vidhan Sabha on behalf of the S.S.P., he was allotted Room No. 170 in Darulshafa, Lucknow, for his residence. It was this witness, who proposed the name of Sri Gaure Murahri, the S.S.P. candidate for election to the Council of States. On 17th March 1968, Sri Jaipuria allegedly came to his room in Darulshafa, and told him that he was standing for election to the Council of States, and sought his support. He again came to the witness on 26th March 1968 at 11 a.m. and told him that all the members of his (witness's) Party were supporting him and he (the witness) should also do so. He added that if the witness supported him, he (Sri Jaipuria) would give him every kind of help, financial or otherwise. Sri Nanhey Lal told him that it was not possible. Sri Jaipuria then suggested that the witness should accompany him to the room of Sri R. C. Dohre, where others were also present, and talk with them. The witness accordingly accompanied Sri Jaipuria to that room. There only Sri Ram Chand Dohre was present. Sri Dohre told the witness that he was supporting Sri Jaipuria, and suggested that the witness should also do the same. Sri Dohre also told him that he was likely to get Rs. 4,000 from Sri Jaipuria and he (the witness) should secure a similar sum for himself. Sri Jaipuria then offered the witness Rs. 2,000 then and there, and offered to send some more money to his room if he wanted it. Sri Jaipuria then ordered tea. The witness returned to his room, saying that he would give his reply on the following day. The following day, Sri Jaipuria again came to his room at about 4 p.m. and told him that there was still time left and he could pay him just then and there. The witness, however, refused to take the money and Sri Jaipuria left. This talk took place in the presence of two other persons, including one Hanuman.

After the result of the election to the Council of States was announced, the members of the S.S.P. were discussing among themselves as to why their candidates had secured lesser votes than expected. The witness told the persons, present in the meeting about Sri Jaipuria's visits to him and the offers made by him. Sri Bhrigunath was also present at that meeting. The witness, as well as others present, gave out that Sri Jaipuria had been approaching M.L.As. for votes combined with offers of money. The witness, admitted in cross-examination that Sri R. C. Dohre was not present in the Party meeting held after the election result was announced, nor did he see Kanhaiyalal Visharad there. The witness denied that Sri Dohre, Sri Visharad and others had resigned from the S.S.P. before 20th February 1968. The witness admitted that no written complaints were made either to the Speaker, Governor or other authority, regarding the above activities of Sri Jaipuria. On 27th March 1968 in the evening however, he had complained about this matter to the Party leader, Sri Ugra Sen.

The witness was asked why on 26th March 1968 he told Sri Jaipuria that he would give his reply, on the following day, when he had already made up his mind not to accept any money from him and to vote for him. His answer was that he was anxious that Sri Jaipuria should go away and, therefore, he said this.

P.W. 7 Mukhtar Anis, then a student of M.A. (Final) in the Lucknow University, and a resident of Sitampur, stated in the witness-box, that on 17th March 1968, he came to Lucknow to obtain a stipend, in favour of a student from Faizabad, named Ramdeo Gupta, at 7 a.m. that day he went to the room of Sri Bharat Singh Chauhan, then M.L.A., in Darulshafa, 'A' Block. There he was told that Sri Chauhan was in the room of Sri Ram Chandra Dohre, another M.L.A. He went there and met not only Sri Chauhan, but also Sri Kanhaiyalal Dohre (who was later on called Visharad) and Sri Ram Chandra Dohre. After 5 minutes two men came there, one of whom, gave out his name as Sita Ram Bhavsinka. That man told Sri Ram Chandra Dohre; "Whatever you have suggested has been done. Kindly now fill in the nomination paper in favour of Sri Sita Ram Jaipuria". Sri Ram Chandra Dohre asked the witness to wait outside. The witness complied with the request. After some time Sri Bhavsinka and his companions left the place. The witness then went inside the room and allegedly saw Sri Bharat Singh Chauhan and Sri Ram Chandra Dohre counting money. When they saw the witness entering the room, they hurriedly concealed the money.

In cross-examination this witness admitted that he remembered the date 17th March 1968, because that was the date given by Sri Bharat Singh Chauhan, when he endorsed the scholarship application of Ramdeo Gupta the student from Faizabad. According to the witness, he had to take that application to several other persons, including Babu Badri and Badal Ram, M.L.As., to obtain their recommendation, before interviewing the Chief Minister about it. Those persons did not write anything on the application. They, however, promised to recommend it. The witness was unable to state if that application ever reached the Chief Minister. Admittedly, the witness did not enquire from Ramdeo Gupta as to what happened to that application. The witness admitted in cross-examination that Sri Bharat Singh Chauhan had suggested to him (the witness) that it would be better if he went to the constituency and spoke to the Muslim voters, and tried to enlist more members for the S.S.P. The witness replied that he would endeavour to do so. He frankly admitted in cross-examination that when Sri Ram Chandra Dohre asked him to leave the room and wait outside he realised that they did not want him to overhear their conversation. He, however, listened to their conversation while standing outside in the verandah, through the open window, ("chhip ke"). The witness re-entered the room after the departure of Sri Bhavsinka. He was asked to sit down, and after 10 minutes, Sri Bharat Singh Chauhan endorsed the scholarship application. The witness took that application and left.

This is the entire evidence, oral and documentary, adduced by the election petitioner in support of his case.

Turning now to the evidence of the contesting respondent Sri Jaipuria, he entered the witness-box as D.W. 7 and gave a long statement. He was also cross-examined at great length. During the course of his testimony he stated that he had contested the present election as an independent candidate. According to him, he was supported by the M.L.As. drawn from the Swatantra Party and Hindu Mahasabha, as well as by a large number of independent M.L.As. During the election campaign, his approach was by correspondence, by telephone, as well as by personal contacts. He met the leaders of the various political parties represented in the Vidhan Sabha, and requested them to give him (Sri Jaipuria) their "next preference" which they could conveniently spare after supporting their own candidate or candidates. The witness added that his name had been proposed by Sri Ram Chandra Dohre and Sri Athai Ram. The nomination form was filled in by the former on 14th March 1968, at his (witness's) residence in Kanpur. Sri Dohre had come to Kanpur in connection with his personal work, and came to greet the witness as it was the 'Holi season'. The nomination paper was filed by the witness on 18th March 1968. Sri Dohre, along with some others, had resigned from the S.S.P. some time earlier. On 14th March 1968, Sri Dohre aforesaid was not a member of any party. He was an independent. Sarvasri Bharat Singh Chauhan, Ram Dular Patel and Athai Ram had similarly resigned from the S.S.P. along with Sri Dohre. Sri Athai Ram had signed the witness's nomination paper on 17th March 1968 at Naini, Allahabad. Sri Jaipuria categorically denied that he had offered bribes, or other kind of illegal gratification, to Sri Dohre, directly or indirectly, for supporting him in the election. Prior to 28th March 1968, the witness did not know Sri

Bhiringunath, Sri Bechan Ram and Sri Nanhe Lal. After the filing of the nomination paper and till the election was over, the witness stayed most of the time at Lucknow. He admitted that on 17th March 1968, he was at Lucknow, but denied that he had visited the room of Sri Nanhe Lal, then M.L.A. in Darulshafa. He further denied that he went to the room of Shri Nanhe Lal in Darulshafa at 11 a.m. on 26th March 1968, and told him that all the members of his Party were supporting him (the witness) and that he should also support him. He also denied that he told Sri Nanhe Lal that if he supported the witness, he could give him every kind of help financial and otherwise. He further denied that he had requested Sri Nanhe Lal to accompany him to the room of Sri R. C. Dohre in Darulshafa where other M.L.As. were present. According to the witness, it was equally wrong to say that Sri Nanhe Lal accompanied him to the room of Sri Ram Chandra Dohre, where the latter told the former, that he (Sri Dohre) was supporting the witness and he (Sri Nanhe Lal) should also support him. He further denied that Sri Ram Chandra Dohre told Sri Nanhe Lal that he (Sri Dohre) was likely to get Rs. 4,000 from the witness, and suggested that Sri Nanhe Lal should secure a similar sum for himself, by supporting the witness. The witness denied that he offered Rs. 2,000 to Sri Nanhe Lal then and there and added that he would send some more money if Sri Nanhe Lal wanted it. The witness denied having visited the room of Sri Nanhe Lal in Darulshafa on 27th March 1968, at 4 p.m. or at any other time on that day. In the circumstances, the allegation that he offered money to Sri Nanhe Lal and the latter refused to take it, was, according to the witness, totally incorrect.

The witness categorically denied that in connection with the disputed election he had ever authorised Sri Bhavsinka to offer bribes, or any kind of gratification, to any of the voters. Sri Bhavsinka was the election agent of the witness, but he did no canvassing. Similarly, Sri M. L. Bhartiya was his counting agent, and did no canvassing. The polling commenced at 10 a.m. on 28th March 1968, and continued till 3.30 p.m. The counting of votes started at about 4.30 p.m. at the Council House. After the polling was over, the witness proceeded to Carlton Hotel in Lucknow where he was staying. At about 6 p.m. that day, he was informed of his success in the election. The witness left Carlton Hotel after about half-an-hour for Kanpur. On his way he dropped in at the Council House with a view to obtain his certificate of election. Only one or two clerks were present there. They told the witness that the certificate could not be issued at that time. When the witness came out of the Council House some workers of the "Pioneer Ltd." offered him garlands. No speech was delivered by the witness in the Council House. The witness denied that he had made a speech on that occasion, thanking, *inter alia*, his own wealth which had made his success possible. 1965, for the posts of Technical Assistant and Technical Clerk and the entries. The witness denied that he had ever asked any clerk of the Swadeshi Cotton Mills, Kanpur of the name of Vidyadhar Malviya to go to the residence of Sri Bhiringunath then M.L.A., in district Varanasi. The witness added that in 1962, he had been elected from U.P. to the Council of States, and in that capacity he was actively connected with the public and political affairs of the country, especially in relation to U.P. The witness, in cross-examination, stated that due to the shifting loyalties of many M.L.As. it was not possible to give the exact number of spare votes, that some political parties in the Vidhan Sabha, had at their disposal. According to the witness, if he wanted to meet any M.L.A. he used to visit Darulshafa in the afternoon between 12 noon and 2 p.m. The witness added that the reports, in the press indicated that some M.L.As. were shifting from one party to another, then coming back to the same party, going out again and so on. The witness had no personal knowledge of those M.L.As. whose loyalty to their respective parties was doubtful. The witness stated that he had met Sri Ram Chandra Dohre in Kanpur, which the latter used to visit sometimes from his home town Etawah. According to the witness, he had met Sri Ugra Sen, S.S.P. leader some day in March 1968. The witness denied that he had ever called Sri Ram Chandra Dohre to his residence in Kanpur for the purpose of filling up his nomination form.

D.W. 6 Sri M. L. Bhartiya, Mill Secretary of the Swadeshi Cotton Mills, Naini, Allahabad stated that he had been appointed as counting agent of Shri Jaipuria during the disputed elections. The witness did no other work for him in connection with the election. During the counting of votes, Sri Jaipuria was not present. The witness and Sri Bhavsinka, who was the election agent of Sri Jaipuria, were however, present. The result was declared at about 6 p.m. It was wrong according to this witness to allege that soon after the result was declared Sri Jaipuria made a speech, just outside the hall, thanking, *inter alia*, his own wealth which has made his success possible. The witness denied that in February and March, 1968 he had visited Darulshafa, Lucknow, either alone or in the company of others. He specifically denied that on 26th March 1968, he

had accompanied Sri Jaipuria to the room of Sri Ram Chandra Dohre, then M.L.A. in Darulshafa, and on the following day to the room of Sri Nanhe Lal, then M.L.A., also in Darulshafa.

D.W. 4 Sri Sitaram Bhavsinka was the Secretary and the Principal Officer of the Swadeshi Cotton Mills, Kanpur since April 1965, Sri Jaipuria being on the Directors, according to him, there was a partial strike in the Mills on 17th March 1968, and again from the 21st to the 30th March, 1968. During the above period, the witness was mostly in Kanpur, although he did go to Lucknow for short periods to consult Sri Jaipuria who was then staying there, in connection with mill matters. The witness was the election agent of Sri Jaipuria in connection with the disputed election to the Council of States. He was appointed election agent either on the 27th or the 28th March, 1968. On the latter date, the witness was present in Lucknow. Polling started at about 10 a.m. and finished at 3.30 p.m. Counting started at 4.30 p.m. and was finished by 6 p.m. The result was declared soon afterwards. Sri Jaipuria was not present in the Council House when the result was announced. Therefore, it was incorrect to say that soon after the result was announced, he (Sri Jaipuria) made a speech in the premises of the Council House thanking, *inter alia*, his own wealth which had made his success possible. The witness denied that he had visited Darulshafa, Lucknow on any day in March 1968, or had approached any M.L.A. there to canvass votes for Sri Jaipuria. The witness specifically denied that on 27th March 1968 at about 6 p.m. he went to the room of Sri Bachan Ram (P.W. 1) in Darulshafa for that purpose, and offered him financial assistance, adding that he must have incurred considerable expenditure during his election to the Vidhan Sabha. Similarly, he denied that he had requested P.W. 5 Sri Bhrgunath for the support of his party, adding that he had paid Rs. 4,000 each to Sri Ram Chandra Dohre, Sri Kanhaiyalal Visharad and Sri Bharat Singh Chauhan, and offered to pay a little more to him. According to the witness he never met Sri Bhrgunath and, therefore, there was no question of his telling him that his financial condition was not good, that he should take the money and that he should vote for Sri Jaipuria. Witness further specifically denied that on 17th March 1968 at about 7 a.m. he went to the room of Sri Ram Chandra Dohre, then M.L.A. in Darulshafa and told him that whatever he had suggested had been done, and he should then fill in the nomination form in favour of Sri Jaipuria. Witness totally denied having paid Rs. 4,000 each, or any other amount, to Sri Ram Chandra Dohre, Sri Kanhaiyalal Visharad and Sri Bharat Singh Chauhan, or offered money to Sri Bhrgunath and Sri Bachan Ram. He also denied having offered them any other kind of assistance in return for their support of Sri Jaipuria.

D.W. 5 Sri Ram Charan Dohre, Ex-M.L.A. stated that he had contested the General Elections of 1967 as a S.S.P. candidate from Etawah. He was successful. He resigned from the S.S.P. on 19th February 1968, along with three fellow members, i.e. Sri Bharat Singh Chauhan, Sri Ram Dular Patel and Sri Athai Ram Yadav. They all gave a written statement to the Press to that effect. When they came out of the meeting Sri Bharat Singh Chauhan spoke to some of the press correspondents standing outside. Witness stated that Ex-D. 4. the news item appearing at page 1 of the 'Pioneer' dated 20th February 1968 was the statement given to the press correspondents then. After leaving the S.S.P. the four of them (as mentioned above) did not join any other party. Witness had proposed the name of Sri Jaipuria for election to the Council of States from the U.P. Vidhan Sabha. He signed the nomination paper on 14th March, 1968 at Sri Jaipuria's residence at Kanpur. Witness had gone to Kanpur to make some purchases in connection with Holi. From Kanpur witness proceeded to Pata, reaching there at about 6 p.m. on 17th March, 1968 the witness (Sri Dohre) exchanged Holi greetings with friends in Pata. He left Pata at about 8 p.m. that day, and travelled by the passenger train up to Etawah. For that journey he had obtained a ticket in exchange for coupons, as he was an M.L.A. then. Witness denied that on 17th March 1968 he was in Lucknow, either in the morning or in the evening. As an M.L.A. he used to stay in Room No. 177(A) Block, Darulshafa. Sri Dohre denied that Sri Jaipuria met him on 17th March 1968 at 9 a.m. in Darulshafa, Lucknow, and paid him a sum of Rs. 4000/- or any other sum, as a reward for casting his vote in his favour (of i.e. Sri Jaipuria). Witness also denied that he had signed the nomination paper of Sri Jaipuria on that day at Darulshafa. According to the witness on 26th March, 1968 he was at Lucknow. At about 11 a.m., that day he had gone to visit one Sri R. N. Singh, Director of Minor Irrigation Projects at his bungalow in Canal Colony. According to the witness it was wrong to state that on that day at 11 a.m. Sri Jaipuria, accompanied by Sri Nanhe Lal, M.L.A. came to his room in Darulshafa, and that he (the

witness) told Sri Nanhe Lal that as he was supporting Sri Jaipuria he was likely to receive Rs. 4000/- from him, and suggested that Sri Nanhe Lal should do likewise and secure a similar sum. Witness categorically denied having met Sri Jaipuria and Sri Nanne Lal at that time. According to the witness it was wrong to state that on 17th March, 1968 at 7 a.m. he was in his room in Darulshafa, and Sri Bharat Singh Chauhan came there. In cross-examination, witness explained that on 14th March, 1968 he left Lucknow for Pata, but broke his journey at Kanpur as he wished to meet Sri Arya, who was then senior Superintendent of Police there. Sri Arya, however, was not available and thereafter he (the witness) called at the residence of Sri Jaipuria to offer him Holi greetings, and then left for Pata by train. He also did some shopping at Kanpur in connection with Holi. Witness withdrew his resignation from the SSP on 18th July, 1968 following an apology tendered by Sri Raj Narain, M.P.

D.W. 3 Sri D. C. Pachaurey, Station Master, Pata since August 1967, deposed that when M.L.As wish to proceed anywhere by train they are entitled to obtain tickets on the strength of coupons surrendered by them. According to this witness, on 17th March 1968, Sri R. C. Dohre (D.W. 5) was issued a First Class ticket, bearing No. 59193, from Pata to Etawah in exchange for 8 coupons taken out of coupon book No. 11809. The necessary entries were made in the Daily Trains Cash Book of that date. The ticket issued to Sri Dohre was prepared out of the blank ticket book. Such tickets were prepared in triplicate. One copy was given to the passenger, an other sent to the Accounts Office for further check, and the third was maintained as record. Witness filed the third copy and proved that it was in his hand, (Ex. D-6). The entries in the daily Cash Book were in the hand of Sri B. B. Bhattacharya, Relieving Station Master, with whose handwriting, witness was conversant. Ex. D.7 was an attested copy of the relevant entry in the Daily Trains Cash Book. Witness knew Sri Dohre personally. The ticket was issued to him at about 8-00 p.m. on that day. He left by the train 1 T.C., which left Pata at about 8 p.m. witness was on duty from 5-30 p.m. on 17th March, 1968 till the departure of the train at about 8 p.m. Witness stated that he had known Sri Dohre ever since he took charge at Pata in August 1967. Witness also travelled by the same train as Sri Dohre, although in a different compartment.

D.W. 2 V. K. Misra, Managing Editor and Special Representative of the National Press of India, Lucknow stated that he used to supply news items of "Swatantra, Bharat" and 'Nau Jivan' shown news item appearing in the issue of 'Nau Jiwan' dated 21st February, 1968 at page 3, bearing the heading "Sansopa se istafa denewale teen Vidhayak punah chunaon laren—Ugarsen" (Ex-D-V), witness stated that he had covered this item, and had sent it to the "Swatantra Bharat" and 'Nau Jiwan' of Lucknow, and other newspapers outside Lucknow. According to this witness the statement contained in Ex-D.V had been made by Sri Ugra Sen, leader of the S.S.P., outside the Council House.

D.W. 1 B. L. Shah, staff correspondent of the 'Pioneer' at Lucknow stated that he had covered the news item Ex-D-IV appearing in the issue of the 'Pioneer' dated 20th February 1968 at page 1, bearing the heading "Four M.L.As quit S.S.P." According to this witness, on 18th February, 1968 there was a meeting of the S.V.D. in the Council House, Lucknow. When it finished at 9-30 p.m. Sri Bharat Singh Chauhan, then M.L.A., gave a statement to the Press correspondents waiting outside, that he, as well as three other M.L.As, i.e. Sri Ram Chandra Dohre, Sri Athai Ram and Sri Ram Dular Patel, intended leaving the S.S.P. These three persons were also present there. It was in the presence of these three persons that Sri Chauhan made the above statement. The time was about 9 or 9-30 p.m. Witness denied that he had come to court at the instance of Sri Jaipuria to give the above statement.

This concludes the evidence for both the parties.

Sri S. C. Khare, the learned counsel for the election petitioner, submitted that two other ex-M.L.As, namely, Sri Bechan Ram (P.W. 1), Sri Nanhe Lal (P.W. 4), have supported the testimony of P.W. 5 Sri Bhrigunath, election petitioner who was also an M.L.A. at the relevant time. Sri Badri Prasad (P.W. 6), and Advocate, has also corroborated their testimony. Learned counsel submitted that there was no valid reason to disbelieve the above witnesses. He pointed out that the candidates set up by the S.S.P. had been elected to the Council of States and, therefore, no gain could accrue to the Party by filing a false election petition. Sri Khare further submitted that there was nothing to show that the above-mentioned witnesses were actuated by any spirit of vindictiveness or animus. He added that

there were not inherent improbabilities in their evidence. Their personal reputation was also at stake, if it turned out that they had given incorrect evidence. He further pointed out that Sri B. S. Chauhan and Sri Kanhaiya Lal Visharad had not been produced by the contesting respondent as his witnesses, although it was made to appear in the evidence of Sri R. C. Dohre (D.W. 5) that they had resigned from the S.S.P. along with Sri Dohre, and had given a statement to the press soon after the meeting of 19th February, 1968. Sri Khare further submitted that P.W. 7 Mukhtar Anees was a reliable witness and there was no valid reason to suspect the correctness of his statement. According to learned counsel for the election petitioner, it was difficult to believe the statement of Sri R. C. Dohre (P.W. 5) to the effect that he happened to go to Kanpur on 14th March, 1968 and he filled in the nomination form of Sri Jaipuria when he went to his residence to offer him Holi greetings. Reliance was also placed by Sri S. C. Khare on the letter Ex. I allegedly written by Bidyadhar Malviya, an employee of the Swadeshi Cotton Mills, Kanpur and addressed to Sri Bhrigunath (as proved by P.W. 3). Hirdey Narain Pandey of the Rajesh Ausadhlya, Raja Talab, (District Varanasi). Sri Khare further argued that Sri Jaipuria had no political background and had no record of political services to his credit. According to learned counsel the only asset Sri Jaipuria had was his wealth.

Reliance was placed on *Rajendra Prasad Jain v. Sheel Bhadra Yajee and others* (AIR 1967 S.C. 1445) (on appeal from A.I.R. 1967 Patna, 17), wherein their Lordships remarked:—

“As regards the second aspect of reliance on irrelevant evidence by Ramratna Singh, J., it was urged, that in his judgment at page 444 of the paper-book, he referred to the fact that the appellant is a man of means and that he had no political background in Bihar, where he did not have a permanent residential house. It was urged that these facts were totally irrelevant to the charge of giving or offering of bribe in order to secure his election. We fail to see how it can be held that the fact that the appellant had no political background in Bihar and was a man of means, is irrelevant. These considerations could certainly be relevant for holding whether it was probable that the appellant would offer bribes or give bribes to secure his election. Obviously, a person who had no means at all could not possibly offer bribes or give bribes inducing voters to vote for him, and the fact, that he had no political background could easily be the reason why the appellant might have resorted to this corrupt practice for securing votes”.

I was, accordingly, requested to allow this election petition and declare that the election of Sri Jaipuria to the Council of States from the U.P. Vidhan Sabha was void, and further that, after re-counting of votes, either respondent No. 13 Sri Kali Shanker Shukla or respondent No. 15 Sri B. P. Maurya stood elected, instead to the said council of States.

I have given the evidence on the record, and the arguments advanced on either side, my careful consideration. As was indicated by their Lordships in *Jagdev Singh Sidhanti v. Pratap Singh Daulta and others* (A.I.R. 1965 S. C. 183):—

In the trial of an election petition, the burden of proving that the election of a successful candidate is liable to be set aside, on the plea that he was responsible, directly or through his agents, for corrupt practices at “the election, lies heavily upon the applicant to establish his case, and unless it is established in both its branches, i.e. the commission of acts, which the law regards as corrupt, and the responsibility of the successful candidate directly or through his agents, or with his consent for its practice, not by mere preponderance of probability, but by cogent and reliable evidence beyond and reasonable doubt, the petition must fail”.

The evidence on the record has accordingly to be scrutinised in the light of the above observations.

Taking the testimony of P.W. 1 Sri Bachan Ram, first of all as already indicated, his statement was to the effect that on 27th March, 1968 at about 6 p.m. a man who gave out his name as Nita Ram, and claimed to be the agent of Sri Jaipuria, came to his room in Darulshafa and expressed a desire to speak to him (Sri Bechan Ram) alone. Sri Badri Prasad (P.W. 6), an advocate who was then seated in Sri Bechan Ram's room, thereupon left the room, went outside and waited in

the verandah. It was at that stage, that the man who gave out his name as Sita Ram offered financial assistance to Sri Bechan Ram on the score, that he must have incurred considerable expenditure on his election to the Vidhan Sabha, and some of his Party members were supporting the candidature of Sri Jaipuria. That man further expressed a desire to speak to Sri Bechan Ram's colleague Sri Bhrigunath. Allegedly, Sri Bechan Ram then sent Sri Badri Prasad to call Sri Bhrigunath from his room. When the latter came the man, who gave out his name as Sita Ram repeated to Sri Bhrigunath what he had already offered to Sri Bechan Ram. Sri Bhrigunath allegedly declined the offer and went back to his quarters. Sri Bechan Ram also declined the offer. It is noteworthy that, in cross-examination, Sri Bechan Ram admitted that he lodged no written complaint regarding this incident with Sri Ugra Sen, who was then the leader of the S.S.P. in the Vidhan Sabha, although he claims to have made an oral complaint to him the following morning. The witness was asked in cross-examination why he sent Sri Badri Prasad to call Sri Bhrigunath, when he himself did not relish the suggestion that he (Sri Bechan Ram) should vote for Sri Jaipuria in return for financial assistance. The reply given by the witness was that he sent Sri Badri Prasad to call Sri Bhrigunath since he had been requested to do so by the man who gave out his name as Sita Ram, and he did not see any harm in acceding to his request. The explanation is not very convincing. The normal reaction would have been for Sri Bechan Ram to put an end immediately to the interview with the man who professed to be one Sita Ram, and an election agent of Sri Jaipuria, and request him to leave the room.

It is also noteworthy that although in the circumstances Sri Ugra Sen aforesaid, the leader of the S.S.P. in the Vidhan Sabha, would have been a material witness, his name was not included in the list of witnesses originally submitted by the election petitioner. It was only on 27th November, 1968, that by means of application A-109 a request was made to this Court on behalf of the Election Petitioner to permit the production of Sri Ugra Sen aforesaid. The application was rejected by this Court on 29th November, 1968 on the ground that no convincing reason had been adduced for the omission to include the name of Sri Ugra Sen in the original list of witnesses filed by the election petitioner i.e. before the commencement of the recording of the evidence. This matter will again be referred to while discussing the evidence of the election petitioner Sri Bhrigunath (P.W. 6). Thus, the testimony of Sri Bechan Ram does not inspite inspire confidence.

Coming to the evidence of Hirdey Narain Pandey (P.W. 3) as already indicated, he has deposed that on 28th February, 1968, a man professing to be one Vidhyadhar Malviya came to the Rajesh Aushadhalya, Raja Talab, Rani Bazar in the district of Varanasi, where the witness was employed as a compounder. Vidhyadhar Malviya was accompanied by the Manager of the Jaipuria Smriti Bhavan, Varanasi. Both those persons met Dr. Balmik Pandey, Medical Officer of the Dispensary, and requested him to introduce them to Sri Bhrigunath (Election Petitioner). According to this witness, Dr. Pandey expressed his inability to leave the dispensary just then, as a large number of patients were waiting to be attended to. He, however, deputed the witness Hirdey Narain Pandey, who allegedly accompanied those persons to the residence of Sri Bhrigunath in Lachchapur. There they came to know that Sri Bhrigunath was not at home and had gone to the house of one Jagardeo at Raja Talab. Those two persons, i.e. the Manager of the Smriti Bhavan and the man professing to be Vidhyadhar Malviya, meanwhile made enquiries about Sri Bhrigunath's financial condition from the members of his family and some neighbours. All the three then proceeded to the house of Jagardeo in Raja Talab. There they found that Sri Bhrigunath had already left. Jagardeo, however, offered to convey to Sri Bhrigunath any message that might be left with him. Accordingly, Sri Malviya took a piece of paper from Jagardeo, wrote out a letter (Ex. I) and gave it to Jagardeo with a request to hand it over to Sri Bhrigunath. Sri Malviya further suggested to Jagardeo that he might come over to Kanpur along with Sri Bhrigunath, and offered him Rs. 200/- as travelling expenses, but Jagardeo refused to accept the money. Vidhyadhar Malviya, aforesaid, has not been produced as a witness. It was stated at the Bar, on behalf of the election petitioner that since he was an employee of the contesting respondent he would not have supported the case of the election petitioner. The letter Ex. I, referred to above, has been reproduced in an earlier portion of this judgment. The learned counsel for the respondent rightly pointed out, firstly, that it has not been satisfactorily established that the letter was actually written out by Vidhyadhar Malviya aforesaid, and secondly, in any case,

there was nothing objectionable in the contents of that letter. It merely contained a request to the election petitioner to cast his vote in favour of Sri Jaipuria and to take the trouble of coming over to Kanpur and meeting Sri Jaipuria, for which he would be paid his railway fare, and other necessary arrangements would be made. It is also noteworthy that this letter was not put to the election petitioner Sri Bharginath, while he was in the witness-box.

There is force in the contention of Sri K. L. Misra, learned counsel for the contesting respondent, that the language of the aforesaid letter does not warrant the inference that bribe was being offered to Sri Bharginath. It was admitted by Pandey (P.W. 3) that at the time Vidhyadhar Malviya and his companion came to the dispensary 15 or 16 patients were waiting there. Sri Bharginath's house was 7 miles away from the dispensary, out of which 2 miles were kachcha. It is difficult to believe that Dr. Balmik Pandey would have agreed to depute his compounder (Pandey) at such a busy time. It is also noteworthy that although according to Pandey (P.W. 3) Vidhyadhar Malviya and his companion made enquiries about Sri Bharginath's financial condition from some persons, could not name those persons. In this state of affairs I find it difficult to accept the testimony of Hriday Narain Pandey (P.W. 3), including the allegation that the letter Ex. I, was written out in his presence by Vidhyadhar Malviya aforesaid.

Coming to the evidence of Nanhey Lal (P.W. 4), as already indicated, his testimony was to the effect that on 17th March, 1968, at about 9 a.m. Sri Jaipuria came to his room in Darulshafa and asked for his support for election to the Council of States. He again came on 26th March, 1968 at about 11 A.M. and told the witness that all the members of his (Nanhey Lal's) party were supporting him and he should do likewise. Sri Nanhey Lal further stated that Sri Jaipuria offered him every "kind of help", financial and otherwise. Sri Nanhey Lal, however, expressed his inability to accede to his request. Sri Nanhey Lal went on to state that at the request of Sri Jaipuria he accompanied him to the room of Sri R. C. Dohre, which was separated from his room by 3 or 4 other rooms. There, allegedly Sri Dohre told Sri Nanhey Lal that he was supporting Sri Jaipuria and suggested that he (Sri Nanhey Lal) should do likewise, and secure a sum of Rs. 4000/-, just as he (Sri Dohre) had already secured. Allegedly Sri Jaipuria offered the witness a sum of Rs. 2000/- then and there and offered to send some more money to his room, if he wanted it. Sri Jaipuria then ordered tea. The witness returned to his room, saying that he would give his reply on the following day. On the following day, when Sri Jaipuria came to his room at 4 P.M. and offered to make payment just then, the witness declined the offer and Sri Jaipuria left.

The learned counsel for the contesting respondent urged that no reliance should be placed on the testimony of Sri Nanhey Lal for the following reasons; Firstly, since Sri Nanhey Lal had already declined Sri Jaipuria's offer before proceeding to the room of Sri Dohre, there was no point in his telling Sri Jaipuria, in the room of Sri Dohre that he would give his reply on the following day. When questioned on this point, the explanation given by this witness was that he was anxious that Sri Jaipuria should go away and it was for that reason that he told him that he would give his reply on the following day. It is not easy to swallow this explanation. It was in the room of Sri Dohre, that allegedly Sri Nanhey Lal told Sri Jaipuria that he would give his reply on the following day. Consequently, there was no question of Sri Nanhey Lal having been anxious that Sri Jaipuria should leave his room, i.e. because both Sri Jaipuria and the witness were then in Sri Dohre's room. If the witness wanted to be rid of Sri Jaipuria, all he had to do was to leave the room of Sri Dohre. The explanation given by the witness in this regard, cannot, therefore, be accepted. In the second place, it does not appear probable that on the evening of 27th March 1968 i.e. at the eleventh hour, (the polling being due to take place the next day,) an attempt would have been made to bribe this witness. In the third place, according to this witness on 27th March, 1968 in the evening he had mentioned to the Party leader Sri Ugra Sen about the activities of Sri Jaipuria. It is significant as already indicated—that the name of Sri Ugra Sen was not included in the original list of witnesses filed by the petitioner before the recording the evidence commenced. Therefore, in my opinion the testimony of Sri Nanhey Lal (P.W. 4) does not carry much weight.

That brings us to the statement of Sri Bharginath (P.W. 5), to which reference has been made in the earlier pages of this judgment. He has attempted to corroborate the testimony of Sri Bechan Ram to the effect that on 27th March 1968 at about 6 P.M. Shri Badri Prasad, Advocate (P.W. 6) called him and

took him to the room of Sri Bechan Ram. Witness went there and saw two other persons in the company of Sri Bechan Ram. One of them was introduced to the witness as Sita Ram Bhavsinka, election agent of Sri Jaipuria, who wished to speak to him. It was at that juncture that Sri Bhavsinka, allegedly offered financial and other "kinds of assistance" to the witness in case he voted for Sri Jaipuria. Allegedly, the witness indignantly declined the offer and left the room. It was further stated that Sri Bhavsinka followed the witness to the verandah, requested him not to get angry and told him that he had already paid Rs. 4000 each to Sri Ram Charan Dohre, Sri Kanhaiya Lal Visharad and Sri Bharat Singh Chauhan. According to the witness, he (Bhavsinka) offered to pay him a little more, adding that one of his men had been to his (witness's) house and had seen that his financial condition was not good. Sri Bhadrinath, however, told Sri Bhavsinka that he was wasting his time and returned to his room. According to the witness, the same night he narrated what had happened to Sri Raj Narain, M.P. as well as to Sri Ugra Sen, S.S.P. leader in the Vidhan Sabha. The former was staying with the witness. The witness told them that Sri Jaipuria and his men were moving in the Darulshafa, and the councillors' residence, carrying bags of money, and were purchasing votes by paying bribes to the members of the Vidhan Sabha. It is difficult to understand why in these circumstances Sri Bhadrinath, who is none other than the election petitioner, did not include the name of Sri Ugra Sen in the list of witnesses filed by him, before the commencement of the recording of evidence. As already indicated, it was only on 27th November 1968, after six witnesses had been examined for the election petitioner, that by means of an application (A-109) that the Court was moved to permit, the election petitioner to produce Sri Ugra Sen as one of his witnesses. That application was rejected by me on 29th November 1968 on the ground that no convincing reason had been adduced for omitting to include the name of Sri Ugra Sen in the original list of witnesses filed by him i.e. before the commencement of recording of evidence. Reference was made in this connection to the proviso to Order XVI, Rule 1 C.P.C. added by this Court. Had it been a fact that the election petitioner Sri Bhadrinath had complained about the activities of Sri Jaipuria and his men to Sri Ugra Sen on the night of 27th March 1968, then the evidence of Sri Ugra Sen would have been a valuable piece of corroboration. The election petitioner has had the advantage of being assisted by counsel at every stage of the proceedings. If, therefore, it be a fact that the election petitioner had complained to Sri Ugra Sen on the night of 27th March 1968 regarding the objectionable activities of Sri Jaipuria and his men, the same naturally would have been brought to the notice of his counsel and the name of Sri Ugra Sen would not have been omitted from the list of witnesses. There is accordingly force in the contention of the learned counsel of the contesting respondent that this allegation was an after-thought. It is, therefore, not possible to accept the testimony of the election petitioner Sri Bhadrinath (P.W. 5) at face value.

Coming to the statement of Sri Badri Prasad (P.W. 6), as already indicated, he is a junior advocate practising at Varanasi. According to him, on 27th March 1968 in the evening at about 6 P.M., he went to the room of Sri Bechan Ram (P.W. 1) in Darulshafa. A few minutes later, two men arrived there. One of these men who gave out his name as Sita Ram Bhavsinka, expressed a desire to speak confidentially to Sri Bechan Ram, as well to Sri Bhadrinath, then M.L.As. At the request of Sri Bechan Ram, the witness went out to call Sri Bhadrinath from his room. Sri Bhadrinath, accordingly, came and entered the room of Sri Bechan Ram, while the witness remained outside in the gallery. The witness claims to have overheard the conversation that went on inside the room of Sri Bechan Ram through the window. During the course of conversation, Sri Bhavsinka told Sri Bechan Ram and Sri Bhadrinath that Sri Chandra Dohre, Sri Kanhaiyalal Visharad and Sri Bharat Singh Chauhan had already been paid Rs. 4000/- each and in return they had promised to support Sri Jaipuria in the election. Sri Bhavsinka offered to pay similar amounts, or whatever amount was desired, to these two M.L.As also in case they voted for Sri Jaipuria. Sri Bhadrinath indignantly refused the offer. A few minutes later, Sri Bhavsinka and Sri Bhadrinath came out in the verandah where Sri Bhavsinka requested Sri Bhadrinath not to be angry, adding that his (Sri Bhavsinka's) man had been to his house and seen that his financial condition was not good. Thereupon, Sri Bhadrinath re-entered the room and the other man left. In cross-examination, this witness admitted that he had gone to Lucknow in connection with the scholarship application of his younger brother Prem Chand. First of all he went to the office of the Director of Harijan Welfare where he met an officer of the name of Sri Kureel. It was admitted by the witness that, eventually, his brother did not get the scholarship. The witness candidly admitted that he did not deem it

proper to overhear from the verandah and confidential talk that was going on inside the room of Sri Bechan Ram, but he went on, to state, that his curiosity got the better of him and because it was an election matter he remained near the window listening to the conversation and did not move on. The witness has hazy ideas of Sri Bechan Ram's room in Darulshafa. There is, accordingly, force in the argument advanced by the learned counsel for the contesting respondent, that this witness (Sri Badri Prasad) did not go to the room of Sri Bechan Ram at all that day, especially as he could not have expected that the primary purpose for which he went to Lucknow, i.e. in connection with his brother's scholarship application, could be achieved by a visit to Sri Bechan Ram. Sri Badri Prasad, in my view, is no better than a chance witness and his allegation, that he overheard the conversation inside the room of Sri Bechan Ram while standing outside in the verandah, cannot be relied upon.

There remains on the side of the election petitioner, the testimony of Sri Mukhtar Anees (P.W. 7), then a student of the Lucknow University. As already indicated, his statement was to the effect that on 17th March, 1968 at 7 A.M. he went to the room of Sri Bharat Singh Chauhan, then M.L.A. in Darulshafa. When he reached the room of Sri Chauhan, he was told that the latter was in the room of Sri R. C. Dohre, another M.L.A. Thereupon he went to the room of Sri Dohre where besides Sri Chauhan, Sri Kanhaiyalal Visharad and Sri Dohre were also present. A few minutes later, two men came there, one of whom gave out his name as Sita Ram Bhavsinka. He told Sri Dohre that "whatever he had suggested" had been done, and accordingly requested him to fill in the nomination paper in favour of Sri Sita Ram Jaipuria. Sri Dohre asked the witness to wait outside. Witness, accordingly left the room and went outside. After some time Sri Bhavsinka and his companion left. The witness then went inside the room and allegedly saw Sri Bharat Singh Chauhan and Sri Ram Chandra Dohre counting money. On seeing the witness, they hastily concealed the money.

The learned counsel for the contesting respondent contended that no reliance can be placed on the testimony of this witness for the following reasons:—In the first place, Mukhtar Anees was a chance witness. Allegedly, he had gone there to get the application of a student from Faizabad called Ramdeo Gupta recommended by Sri Bharat Singh Chauhan. Allegedly, Sri Chauhan endorsed that application, which the witness returned to Ramdeo. Although the witness took the trouble of taking the name application to other M. L. As e.g. Babu Badri and Badal Ram, he was unable to state that it ever reached the Chief Minister, whose support apparently was necessary. The most surprising part of it is that on the showing of this witness himself he did not even enquire from Ramdeo subsequently as to what happened to his application.

In the second place, when the witness was asked by Sri R. C. Dohre to wait outside, he admittedly realised that the conversation inside the room was confidential, and he was not expected to overhear it. According to the witness, however, he remained standing near the window and listen to the conversation going on inside "(Chhip ke)". As in the case of Sri Badri Prasad (P.W. 6), this witness Mukhtar Anees (P.W. 7) also claims to have overheard a conversation of this kind from which he was expressly excluded since he was asked to go outside by eaves dropping from the verandah.

In the third place—and this is fatal to the testimony of Mukhtar Anees from the testimony not only of Sri R. C. Dohre (D.W. 5), but also from that of Sri D. C. Pachaurey (D.W. 3), Station Master, Pata, and the documentary evidence furnished by him, it is established that on 17th March, 1968, Sri Dohre was not in Lucknow at all. On the other hand, he was at Pata on the 16th March, 1968 at about 4 P.M. when he met the Station Master for exchange of Holy greetings. Sri Dohra left Pata on the following day 17th March, 1968 at 8 P.M. by train No. 1 T.C., for Etawah. For that journey Sri Dohre had obtained a special ticket from the Station Master in exchange for coupons, to which as an M.L.A. he was entitled. Sri Panchaurey has stated on oath that he had personally issued the ticket to Sri Dohre and he (Sri Pachaurey) had also left Pata by the same train. In the Daily Trains Cash Book, a suitable entry has been made in respect of the special ticket issued to Sri Dohre. The Station Master has explained that Pata to Etawah is 48 Kilometres. The first train from Kanpur reaches Pata at 8-15 A.M. the next arrives at 4-10 P.M. and the third at about 8 P.M. Pata to Kanpur is 92 Kilometres. The bus service from Etawah to Kanpur does not pass through Pata. If a person proceeds by Mail train from Kanpur for Pata, he has to proceed first to Etawah, get down there and then travel to Pata either by bus or passenger train as Mail Trains do not stop at Pata. The Station Master Sri

Pachaurey (D.W. 3) was cross-examined at some length, but, in my opinion, he was not shaken on any material particular. It accordingly follows that Sri Dohre could not have been in Lucknow on 17th March, 1968 at about 7 A.M. when allegedly Mukhtar Annees (P.W. 7) went to his room in Darulshafa, where Sri Bharat Singh Chauhan and Sri Kanhaiyalal Visharad were also present. It further follows that there could have been no question of Sri Bhavsinka telling Sri Dohre that "Whatever he had suggested" had been done and that he should now fill in the nomination paper in favour of Sri Jaipuria. Again, there was no question of Sri Dohre asking the witness to wait outside, and similarly on his (witness) return to the room, after the departure of Sri Bhavsinka, there was no question of his having seen Sri Bharat Singh Chauhan and Sri Ram Chandra Dohre counting money, which they hastily concealed.

On the side of the contesting respondent Sri Jaipuria himself has entered the witness-box as D.W. 7 and categorically denied on oath that he either directly, or through anybody else offered bribes, or other kind of gratification, to Sri Bhrigunath, election petitioner (P.W. 5) Sri Bechan Ram (P.W. 1) or Sri Nanhey Lal (P.W. 4). According to Sri Jaipuria, prior to 28th March, 1968 he did not know these gentlemen at all. He has categorically denied that on 17th March, 1968 at about 9 A.M. he went to the room of Sri Nanhey Lal in Darulshafa and asked for his support, and offered him financial and 'other kinds' of assistance, in return. He has also denied that on 26th March, 1968 he again went to the room of Sri Nanhey Lal, and that the latter accompanied him to the room of Sri R. C. Dohre in Darulshafa, where Sri Dohre tried to persuade Sri Nanhey Lal to accept a sum of Rs. 4000/- from him (Sri Jaipuria) and in return vote in his favour. Sri Jaipuria has similarly denied that he had at any time asked, or permitted Sri Sita Ram Bhavsinka (D.W. 4) to offer or hand over any bribe, or other kind of gratification, to any of the voters. He has asserted that although he had approached all the members of the Assembly by correspondence and by personal meeting for their support, he had not asked for anything, except such preferential votes which they could conveniently spare, after supporting their own candidate or candidates.

Sri Sita Ram Bhavsinka (D.W. 4) has similarly denied having approached any M.L.A. in Darulshafa to canvass for Sri Jaipuria. In the same vein, he has characterised as absolutely wrong the allegation that he had paid Rs. 4000/- each or any other amount, to Sri Ram Chandra Dohre, Sri Kanhaiyalal Visharad and Sri Bharat Singh Chauhan, or offered money to Sri Bhrigunath or Sri Bechan Ram.

Sri M.L.B. Hartiya (D.W. 6) has similarly denied that in February and March 1968, he ever visited Darulshafa either alone or in the company of others. In particular, he denied that on 26th March, 1968, he accompanied Sri Jaipuria to the room of Sri R. C. Dohre, then M.L.A., in Darulshafa, and on the following day to the room of Sri Nanhey Lal, also in Darulshafa.

D.W. 1. Sri B. L. Shah, a staff correspondent of the 'Pioneer' at Lucknow proved the news item Ex-IV which appeared at page 1 of the 'Pioneer' on 20th February, 1968 with the heading "Four M.L.As. quit S.S.P." According to this witness, on 19th February, 1968, there was a meeting of the S.V.D. in the Council House at Lucknow. The meeting finished at 9-30 P.M. All the press correspondents, including this witness, went inside the room. Sri Bharat Singh Chauhan, then leader of the P.S.P. in the Vidhan Sabha, then gave a statement to the assembled staff correspondents that he, as well as three other M.L.As. whom he named as Sri Ram Chandra Dohra, Sri Athai Ram and Sri Ram Dular Patel, would quit the S.S.P.

D.W. 2 V. K. Misra, Managing Editor and Special Representative of the National Press of India, Lucknow, proved the news item Ex-D-V, which appeared in the issue of the "Nau Jivan" dated 21st February, 1968 at page 3, under the heading "Sanspota se istafa denewale teen Vidhayak punah chunaon laren-Ugrasen". It was this witness, who has sent this news item to the "Nau Jivan" and "Swatantra Bharat" of Lucknow, as well to other papers, following a statement made by Sri Ugra Sen, then S.S.P. leader, whom he and other press correspondents had met in the Council House.

It was urged by Sri K. L. Misra, learned counsel for the contesting respondent, that because these four M.L.A. i.e. Sri Bharat Singh Chauhan, Sri Ram Chandra Dohre, Sri Athai Ram and Sri Ram Dular Patel resigned from the S.S.P. on 19th February, 1968, they became the objects of displeasure of the party, and such displeasure was heightened when it was discovered that although the strength of the S.S.P. in the Vidhan Sabha was 44 only 26 party members had cast their

votes in the election to the council of States in favour of Sri Gaure Murarhi, the S.S.P. candidate. Sri Misra pointed out that on the showing of the election petitioner Sri Bhrigunath (P.W. 5) himself, a Party meeting was called soon afterwards by Sri Ugra Sen, the S.S.P. Leader. That meeting was, however, not attended by Sri Bharat Singh Chauhan, Sri Ram Chandra Dohre and Sri Kanhaiya Lal Visharad, (Vide the election petitioner). It was suggested by Sri Misra that the wrath of the Party fell upon these three defectors (Sri Bharat Singh Chauhan, Sri Kanhaiyalal Visharad and Sri R. C. Dohre) and the present election petition is the off-shoot of that displeasure. Learned counsel for the contesting respondent submitted that it was highly significant that in Schedule II to the election petition, the names of these three defectors were shown in column 3, i.e. as persons to whom bribe was paid by Sri Bhavsinka, on behalf of Sri Jaipuria, respondent No. 1. It is, however, not necessary to dwell on this point. All that the Court has to see is whether the election petitioner has discharged the onus, which lay upon him, to establish affirmatively, his allegation that corrupt practices were committed by, or on behalf of respondent No. 1, for the purpose of his election.

As regards the contention that Sri Jaipuria was a wealthy man and could afford to purchase votes at a high price, Sri Misra's argument was that although the fact that Sri Jaipuria was a wealthy man might not be irrelevant nevertheless, there was no presumption that a wealthy man would necessarily offer bribes to voters. There is force in this submission.

On a careful consideration of all the facts and circumstances of the case, I have come to the conclusion that the election petitioner has failed to prove, affirmatively and beyond doubt, either that respondent No. 1 Sri Jaipuria personally, or through his election agent Sri Bhavsinka, offered sums of money to Sri Bhrigunath, Sri Bechan Ram and Sri Nanhey Lal (as mentioned in Schedule I to the election petition) with the object of inducing them to vote for him, or that Sri Jaipuria personally or through his election agent Sri Bhavsinka actually paid sums of money to Sri Bharat Singh Chauhan, Sri Kanhaiyalal Visharad and Sri Ram Chandra Dohre (as mentioned in Schedule II to the petition), with the object of inducing them to vote in his favour i.e. of Sri Jaipuria, at the election. As indicated earlier, the standard of proof required in a case like this is the same as required to establish a criminal charge. The petitioner's evidence, for reasons stated above in my opinion falls short of this standard.

Consequently, the first part of Issues Nos. 5 and 6 is decided against the election petitioner. The second part of these issues accordingly, does not arise.

Issue No. 3

The relief, sought by the election petitioner (vide the second part of Para 32 of the election petition) is that the election of respondent No. 1 to the Council of States from the U.P. Legislative Assembly be declared void, and that after recounting of votes, either respondent No. 13 or respondent No. 15 be declared elected to the said Council of States, instead. Costs have also been prayed for.

The learned counsel for the contesting respondent invited my attention to Rules 37-A, 71 and 76 of the Conduct of Election Rules, 1961 and submitted that it was not open to the election petitioner, to seek merely a declaration that the election of respondent No. 1 Sri Jaipuria to the Council of States was void i.e. instead of seeking a declaration that the entire election was void.

In support of his argument, learned counsel cited *Dr. Brijendra Swarup v. Election Tribunal, Lucknow and others* (10 DLR 191) and *K. M. Seshadri v. G. Vasantha Pai* (Civil Appeal No. 1519 of 1963 of the Supreme Court of India) decided on 29th November, 1968.

In the former decision, a Division Bench of this Court held:—

"It is not open to the Tribunal to grant any relief, other than the relief that has been prayed for in the petition. Accordingly, where the prayer in the petition is to declare the election of the returned candidate void, the Tribunal cannot declare the whole election void.

In the latter decision, their Lordships were pleased to observe:

"It remains to consider the argument of Mr. Gupta, whether Vasantha Pai could be declared elected. In a single transferable vote, it is very difficult to say how the voting could have gone, because if all the votes, which Seshadri had got, had gone to one of the other

candidates, who got eliminated at the earlier counts, those candidates, would have won. We cannot order a recount, because those voters were not free from complicity. It would be speculating to decide how many of the voters were brought to the polling booths in the Cars. We think that we are not in a position to declare Vasanta Pai as elected, because that would be merely a guess or surmise, as to the nature of the voting, which would have taken place if this corrupt practice had not been perpetrated".

"In the result, therefore, we met aside the direction that Vasanta Pai is elected to the constituency. There will inevitably have to be a fresh election in this constituency."

Learned counsel for the election petitioner, on the other hand, submitted that in Para 32(d) of the election petition, his client had prayed for "such other order or direction be issued as the petitioner be, in law, entitled". It was submitted that this was wide enough to cover a prayer that the entire election be set aside. I am unable, however, to accept this argument. At the risk of repetition, I may point out that in para 32(a) of the election petition, the relief claimed was that the election of respondent No. 1 Sri Jaipuria to the Council of States be declared void, while in para 32(b) a declaration was sought after re-counting of votes that either respondent No. 13 or respondent No. 15 stood elected, instead, to the Council of States. There is no ambiguity as to the reliefs claimed. The language is quite plain and does not admit of any argument. Obviously, the election petitioner wanted only the election of respondent No. 1 to be set aside and not the entire election. In view of the decisions cited above, it follows that the election petition was not maintainable in its present form, i.e. as the election petitioner merely sought a declaration that the election of respondent No. 1 Sri Jaipuria to the Council of States was void.

Issue No. 3, accordingly, is decided against the election petitioner and in favour of respondent No. 1.

Issue No. 8(a).

In view of my findings on issues Nos. 5, 6 and 3, the election petition is liable to be dismissed with costs.

Issue No. 8(b).

This issue, in the circumstances, does not arise.

ORDER

The election petition fails and it is accordingly dismissed with costs, assessed at Rs. 1000/-, payable by the election petitioner Sri Bhriku Nath to the contesting respondent No. 1 Sri Jaipuria. The election petitioner will also bear his own costs.

The 24th March 1969.

T. RAMABHADHAN,

[No. 82/1 of 1968/UP/69(A11d.).]

By Order,

A. N. SEN, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 9th July 1969

S.O. 2856.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences and classes of offences for the purposes of the said section to authorise the Delhi Special Police Establishment to investigate into the alleged occurrence reported in Crime No. 136/69, in the Union Territory of Pondicherry, in regard to the circumstances relating to the injuries caused to Shri Sowri, a resident of Karaikal on the night of 15th/16th May, 1969, namely:—

1. Offences punishable under section 201, 323, 325, 326 and 342 of the Indian Penal Code, 1860 (45 of 1860).

2. Attempts, abetments and conspiracies in relation to, or in connection with the offences mentioned above and any other offences committed in the course of the same transaction arising out of the same facts.

[No. 228/7/69-AVD(II).]

R. C. JOSHI, Under Secy.

गृह मंत्रालय

नई दिल्ली, 9 जुलाई, 1969

सां०आ० 2857.—दिल्ली विशेष पुलिस संस्थान अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, 15/16 मई, 1969 की रात को कराइकल की निवासी श्री सौरी को घायल किये जाने से सम्बन्धित परिस्थितियों के बारे में पाण्डिचेरी संघ, राज्य क्षेत्र में अपराध संख्या 136/69 में सूचित की गई कथित घटना की जांच पड़ताल करने के लिए दिल्ली विशेष पुलिस संस्थान को प्राधिकार देने के लिए उक्त धारा के प्रयोजन के लिए एतद्द्वारा निम्नलिखित अपराध व अपराध के प्रकार निर्दिष्ट करनी है :—

1. भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 201, 323, 325, 326 तथा 342 के अन्तर्गत दण्डनीय अपराध ।
2. उपर्युक्त अपराधों तथा उन्हीं तथ्यों से उत्पन्न उसी कार्य के दौरान किए गये कोई अन्य अपराधों से सम्बद्ध या उनके सिलसिले में किये जाने वाले प्रयास, दुरुस्साहन तथा षड्यन्त्र ।

[सं० 228/7/69-प्र०स०प्र०(ii)]

रमेश चन्द्र जोशी, अवर सचिव ।

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 1st July 1969

S.O. 2858.—Whereas the Central Government is of opinion that the system of booking accommodation in pilgrim ships for Haj pilgrims specified in the Schedule annexed hereto should be enforced during the Haj season in 1970.

Now, therefore, in exercise of the powers conferred by Section 456 of the Merchant Shipping Act 1958, the Central Government hereby exempts Messrs Mogul Line, Bombay and every other shipping company engaged in pilgrim traffic from Bombay to the Hejaz, from such provisions of the said Act and the Indian Pilgrim Ships Rules, 1933, as are not in conformity with the aforesaid system of booking accommodation in pilgrim ships carrying pilgrims from Bombay to Jeddah during the 1969-70 Haj.

THE SCHEDULE

System of booking accommodation at Bombay for Haj pilgrims.

1. **Schedule of sailings.**—Every shipping company shall announce a provisional schedule of outward sailings as soon as possible. Firm dates of sailings shall be advertised by the Shipping Company at least 15 days in advance as required under the provisions of the Merchant Shipping Act, 1958. The Penal Provisions of the Merchant Shipping Act, 1958, shall operate with reference to the firm sailing dates as advertised.

2. Advance reservations of passages.—(i) Reservation lists for all sailings announced in the provisional schedule shall be opened by the Company simultaneously and intending pilgrims will have the option of availing passages in whatever ship they like. Such reservations shall be made only on payment of full passage money by the applicants (adults and children) for first and deck class (according to the details which may be specified in the announcement of the outward sailing programme of the Shipping Company) accompanied by applicant's full particulars with five copies of their photographs (in case of male applicant) out of which one will be pasted on the application for reservation of passages. When reservations of a particular ship are complete, the Shipping Company shall refuse to accept any further deposits for that particular ship.

(ii) A cabin class pilgrim may make an application for reservation of a deck passage for his servant.

3. Waiting List.—After reservations have been made to the full extent of the quota fixed by the Government, a Waiting List will be maintained upto 5% of the quota.

4. How to obtain tickets.—All persons who may have made advance reservations of passage shall have to obtain their tickets at least 4 days before the sailing date. Such of the persons as fail to obtain tickets 4 days in advance shall be deemed to be not travelling in those ships. Passages not previously booked in particular ships or released by passengers who do not obtain their tickets 4 days in advance shall be offered to the persons in the waiting list strictly in accordance with the seniority of applications.

5. Mode of remitting advance passage money.—The passage money shall be sent in advance alongwith the applications for passages and shall, as a rule, be sent by bank drafts by the applicants under registered cover; but pilgrims residing in places where banking facilities are not available shall, as a special case, send the passage money by insured covers.

6. Treatment of the advance fare when the passage is not availed of.—(i) When a person has reserved his passage, and does not intend to avail of the same and gives notice of his intention within the time limit notified by the Shipping Company then his advance passage fare shall be refunded in full.

(ii) In the case of a person who has reserved his passage but is prevented from availing of the same due to unforeseen circumstances such as death in the family, passage fare may be refunded to him in full; any dispute that may arise shall be referred in the first instance to the Chairman, Haj Committee, Bombay, and if the Chairman's decision is not acceptable to the pilgrim concerned or to the Shipping Company, the Chairman shall refer the matter to the Presidency-Magistrate or the Magistrate of the first class exercising jurisdiction in the Port. The decision of the Magistrate shall be final and any amount allowed to him by such decision shall be refunded to him.

(iii) A person who has reserved his passage by a particular ship but is unable to avail of the same and desires to travel by a subsequent ship, may be given full credit in respect of his advance passage fare towards the cost of passage.

(iv) In all other cases where a person has reserved his passage but does not give timely notice as stated above, a deduction of 10% will be made while refunding the amount paid by him.

(v) When a person who has got his name registered on the waiting list and is not offered any passage, the amount paid by him as deposit, shall be refunded to him in full.

7. Scrutiny.—The records of the Shipping Company in respect of reservation of passages as well as waiting lists shall be open to scrutiny by the Central Government, Chairman of the Haj Committee, Bombay, Executive Officer, Haj Committee Bombay or 2 members of the Haj Committee, Bombay, nominated by the Chairman or any officer or officers nominated by the Committee for this purpose.

[No. M.II-1180(22)/69.]

R. K. MEHRA,

Attache (AP).

विदेश मंत्रालय

नई दिल्ली, 1 जुलाई, 1969

एस० ओ० 28 59.—चूंकि केन्द्र सरकार का विचार है कि 1970 में हज के दिनों में हज-यात्री-जहाजों में हज यात्रियों की जगह बुक कराने के लिए संलग्न अनुसूची में बताए गए तरीके का पालन किया जाना चाहिये।

इसलिए, अब, व्यापारी जहाज अधिनियम, 1958 (मचेंट शिपिंग एक्ट 1958) की धारा 456 के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए, केन्द्र सरकार इसके द्वारा सर्वश्री मुगल लाइन, बम्बई को और बम्बई से हज यात्रियों को ले जाने का काम करने वाली प्रत्येक जहाजरानी कम्पनी को 1969-70 की हज के लिए उक्त अधिनियम की ऐसी व्यवस्थाओं से और भारतीय यात्री जहाज नियम, 1933, से भी छूट देती है जो यात्रियों को बम्बई से जेहा ले जाने वाले यात्री जहाजों में जगह बुक कराने के उक्त तरीके से मेल नहीं खाती।

अनुसूची

बम्बई से हज यात्रियों के लिये जगह बुक कराने का तरीका

1. **जहाजों के छूटने का कार्यक्रम** :—प्रत्येक कम्पनी जल्दी से जल्दी जब हो सकेगा अपने जाने वाले जहाजों का अस्थायी कार्यक्रम घोषित कर देगी। जहाजों के छूटने की ठीक-ठीक तारीखों की घोषणा जहाजरानी कम्पनी कम-से-कम 15 दिन पहले कर देगी जैसा कि व्यापारी जहाज अधिनियम, 1958 की व्यवस्थाओं के अन्तर्गत करना होता है। व्यापारी जहाजरानी अधिनियम, 1958 की दण्डविषयक व्यवस्थाएं जहाज छूटने की विज्ञापित पक्की तारीखों से लागू होंगी।

2. **यात्रा के लिए अग्रिम आरक्षण** :—(I) कम्पनी, अस्थायी अनुसूची में घोषित सभी जाने वाले जहाजों में स्थान आरक्षित करने का काम एक साथ शुरू करेगी और यात्रियों को यह छूट रहेगी कि वे जिस जहाज में चाहें अपना स्थान आरक्षित करा लें। स्थान आरक्षित तभी कराया जा सकेगा जब कि प्रार्थी (वयस्क और बच्चे) पहले दर्जों और डैक दर्जों के लिए पूरा किराया पहले दे दें (उस व्योरे के अनुसार जो कि जहाजरानी कम्पनी के जाने वाले जहाजों के घोषित कार्यक्रम में बताया जा सकता है) और साथ में प्रार्थी अपना पूरा विवरण दे तथा अपने फोटोग्राफ की 5 प्रतियां भी (यदि प्रार्थी पुरुष है तो) जिनमें से एक प्रति जहाज में स्थान सुरक्षित कराने के लिए दी गई उसकी अर्जी पर चिपका दी जाएगी। जब किसी जहाज में सारे स्थान आरक्षित हो जाएंगे तब जहाजरानी कम्पनी उस जहाज विशेष के लिए और जमा लेने से इन्कार कर देगी।

(II) केबिन दर्जों का यात्री अपने एक नौकर के लिए उक्त दर्जों में स्थान आरक्षित कराने की अर्जी दे सकता है।

3. **प्रतीक्षक सूची** :—सरकार द्वारा नियत संख्या में स्थान आरक्षित हो जाने के पश्चात् इस संख्या से 5 प्रतिशत तक की एक प्रतीक्षक-सूची तैयार हो जाएगी।

4. **टिकट लेने का तरीका** :—जिन व्यक्तियों ने यात्रा के लिए अपने स्थान पहले से ही आरक्षित करा रखे हों उन्हें जहाज खाना होने से कम से कम चार दिन पहले अपने टिकट ले लेने चाहिए। जो लोग चार दिन पहले अपने टिकट नहीं लेंगे उनके बारे में यह समझा जाएगा कि वे उस जहाज से यात्रा नहीं कर रहे हैं। विशिष्ट जहाजों में से जो स्थान पहले से आरक्षित नहीं कराए गए होंगे

या जो चार दिन पहले टिकट न लेने वाले यात्रियों के कारण खाली रह जाँगे वे स्थान प्रतीक्षक-सूची वालों को विशुद्धता प्रार्थना पत्रों की वरीयता के आधार पर दे दिए जाएंगे।

5 यात्रा किराया भेजने का तरीका — यात्री किराया स्थान आरक्षित कराने के प्रार्थना पत्र के साथ पहले ही भेजी जाएगी और जैसा कि नियम है, प्राथमिक बहुरकम रजिस्ट्री शुद्ध लिफाफे में बैंक ड्राफ्ट के रूप में भेजेगे, किन्तु यात्री ऐसी जगहों पर रहते होंगे जहाँ बंक सुविधा उपलब्ध नहीं है, वे एक विशेष मामले के रूप में बोमाशुदा लिफाफे में यात्रा किराया भेज सकते हैं।

6 यात्रा न करने पर यात्री के जमा किराए को वापसी — (i) जब कोई व्यक्ति अपनी यात्रा के लिए स्थान सुरक्षित करा ले और जाना न चाहे तथा जहाजरानी कम्पनी द्वारा अधिसूचित समय में अपनी इमंश की सूचना दे दे तो उसका यात्रा किराया पूरा-पूरा लौटा दिया जाएगा।

(ii) अगर किसी व्यक्ति ने अपना स्थान सुरक्षित कर लिया हो और किसी दैवी कारण से जाने न पाए, जैसे परिवार में किसी की मृत्यु, तो जमा यात्रा-किराया पूरा-पूरा वापस किया जा सकता है। अगर कोई विवाद खड़ा हो तो वह पहले अध्यक्ष, हज समिति, बम्बई, के सामने पेश किया जाएगा और अगर सम्बद्ध यात्री को अथवा जहाजरानी कम्पनी को अध्यक्ष का निर्णय स्वीकार्य न हो तो अध्यक्ष मामले को प्रेसिडेन्सी मजिस्ट्रेट को अथवा उस प्रथम श्रेणी के मजिस्ट्रेट को भेजेगा जिसके अधिकार क्षेत्र में बन्दरगाह आता हो। मजिस्ट्रेट का निर्णय अन्तिम होगा अपने फैसले में वह जो रकम नियत करेगा वह यात्री को वापस दी जाएगी।

(iii) अगर किसी व्यक्ति ने एक जहाज में अपने लिए स्थान आरक्षित कराया हो और उसमें न जाने पाए तथा बाद के जहाज में जाना चाहे तो उसका जमा यात्रा किराया पूरा-पूरा यात्रा खर्च में लगा दिया जाना चाहिए।

(iv) अन्य सब मामलों में, जब कि यात्री ने अपना स्थान आरक्षित करा लिया हो, किन्तु न जाने की सूचना समय से न दे, जैसा कि ऊपर बताया गया है, तो उसका धन उसे वापस करते समय 10 प्रतिशत की कटौती की जा सकती है।

(v) जिस व्यक्ति ने अपना नाम प्रतीक्षक-सूची में लिखवा रखा हो और उसे जगह न मिल पाए तो उसने जो धन जमा कराया होगा वह पूरा उसे वापस कर दिया जाएगा।

7 जांच — जहाजरानी कम्पनी के यात्रा के लिए स्थान आरक्षित करने के रिकार्ड तथा प्रतीक्षक सूचियों की जांच केन्द्र सरकार, हज समिति, बम्बई के दो सदस्य, जो अध्यक्ष द्वारा नामजद किए जाएंगे, अथवा इमंश उद्देश्य के लिए समिति द्वारा नामजद कोई अधिकारी (एक या एक से अधिक) कर सकता है।

[सं. एम ii-1180(22)/69]

आर० के० मेहरा,
सहचारी (ए०)।

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 3rd June 1969

S.O. 2860.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, and by sub-section (1) of Section 3 of the All-India Services

Act, 1951 (61 of 1951) in its application to the members of the Indian Administrative Service, who before becoming such members, were members of the Indian Civil Service, the President hereby makes the following regulations further to amend the Civil Service Regulations, namely,—

- (1) These Regulations may be called the Civil Service (Sixth Amendment) Regulations 1969.
 - (2) They shall come into force on the date of their publication in the Official Gazette.
2. In the Civil Service Regulations,—
- (a) for Article 562, the following Article shall be substituted namely:—
 “562. An officer who resigns the service shall by such resignation, vacate any office under the Government which he may then be holding.
 Note:—The reference in this Article to any office shall not include a reference to the office of a Governor of a State or of a Lieutenant Governor of a Union territory.”;
 - (b) for Article 563, the following Article shall be substituted, namely:—
 “563. The resignation of the Civil Service by a Judge of the Supreme Court or of a High Court, shall not be accepted unless his resignation of his office also is at the same time tendered and accepted.”;
 - (c) the Note below Article 565(a) shall be omitted;
 - (d) the Note below Article 565(b) shall be omitted.

[No. 7(4)EV/69.]

N. S. CHANDRAMOWLI, Under Secy.

(Department of Expenditure)

New Delhi, the 27th June 1969

S.O. 2861.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and of all other powers enabling him in that behalf, the President hereby makes the following rules to amend the Ministry of Finance (Department of Expenditure—Staff Inspection Unit) Recruitment Rules, 1965, published with the Notification of the Government of India in the Ministry of Finance (Department of Expenditure) No. S.O. 1572 dated the 24th April, 1965, namely:—

1. (1) These rules may be called the Ministry of Finance (Department of Expenditure—Staff Inspection Unit) Recruitment (Second Amendment) Rules, 1969.
 - (2) These shall come into force at once.
2. In the Schedule to the Ministry of Finance (Department of Expenditure—Staff Inspection Unit) Recruitment Rules, 1965—
- Against the items ‘Senior Analyst’, ‘Junior Analyst’ and ‘Technical Assistant’, the following entry shall be substituted for the existing entries under column 10, named below the entry **Transfer/Deputation**, namely:—
- Officers of equivalent status or officers drawing a basic pay falling within the scale of pay applicable to the post or the next below post, from Central Government Departments.
- (Period of deputation—ordinarily not exceeding 3 years but may be extended upto 5 years in the exigencies of service).
- Note:—For appointment of officers on transfer/deputation, preference will be given to those who have passed work study courses in the Secretariat Training School or other institutions.

[No. F. 4(29)-E.I(A)/67-E.I(B).]

NARSINGH LALL, Under Secy.

वित्त मंत्रालय

(व्यय विभाग)

नई दिल्ली, 27 जून, 1969

एस० ओ० 2862:—राष्ट्रपति, संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों और इस निमित्त उन्हें समर्थ बनाने वाली सभी अन्य शक्तियों का प्रयोग करते हुए, भारत सरकार के वित्त मंत्रालय (व्यय विभाग) की अधिसूचना संख्या का० आ० 1572, तारीख 24 अप्रैल, 1965 के साथ प्रकाशित वित्त मंत्रालय (व्यय विभाग—कर्मचारिवृन्द निरीक्षण एकक) भर्ती नियम, 1965 में संशोधन करने के लिए एतद्द्वारा निम्नलिखित नियम बनाते हैं, अर्थात् —

1. (1) ये नियम वित्त मंत्रालय (व्यय विभाग—कर्मचारिवृन्द निरीक्षण एकक) भर्ती (द्वितीय संशोधन) नियम, 1969 कहे जा सकेंगे ।

(2) ये तुरन्त प्रवृत्त हो जाएंगे ।

2. वित्त मंत्रालय (व्यय विभाग—कर्मचारिवृन्द निरीक्षण एकक) भर्ती नियम, 1965 की अनुसूची में, —

“ज्येष्ठ विश्लेषक”, “कनिष्ठ विश्लेषक” और “तकनीकी सहायक” भदों के सामने स्तम्भ 10 के अधीन प्रविष्टि अन्तरण/प्रतिनियुक्ति के नीचे की विद्यमान प्रविष्टियों के लिए निम्नलिखित प्रविष्टि अन्तः स्थापित की जाएगी, अर्थात् —

समतुल्य प्राप्ति के आफिसर या उस पद या उससे ठीक नीचे के पद को लागू होने वाले वेतनमान के अन्तर्गत आने वाले आधारी वेतन पाने वाले आफिसर—
केन्द्रीय सरकार के विभागों से ।

(प्रतिनियुक्ति की कालावधि—साधारणतया 3 वर्ष से अधिक नहीं होगी परन्तु सेवा की अध्यावश्याकताओं को ध्यान में रखते हुए उसे बढ़ा कर 5 वर्ष तक किया जा सकेगा) ।

टिप्पण :—अन्तरण/प्रतिनियुक्ति पर आफिसरों की नियुक्ति के उन आफिसरों को आधिमानता दी जायेगी जिन्होंने सचिवालय प्रशिक्षण स्कूल या अन्य संस्थाओं में कार्याध्ययन पाठ्यक्रम पास कर लिए हैं ।

[सं० फा० 4(29)—स्थाप०—1(क)/67—स्था०/(ख)]

नरसिंह लाल, अवसर सचिव ।

(Department of Economic Affairs)

New Delhi, the 24th June 1969

S.O. 2863.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Senior Accounts Officer (Class I) Recruitment Rules, 1962, published with the Notification of the Government of India in the Ministry of Finance, Department of Economic Affairs G.S.R. 64, dated the 2nd January, 1963 namely:—

1. (1) These rules may be called the Senior Accounts Officer (Class I) Recruitment (Amendment) Rules, 1969.

(2) They shall come into force on the date of their publication in the official Gazette.

2. In the Schedule to the Senior Accounts Officer (Class I) Recruitment Rules, 1962—

(1) in column 2, for figure “1” the word “Two” shall be substituted;

(11) in column 11, for the existing entry the following shall be substituted, namely:—

“Deputation of officers of the rank of Accounts or Audit Officers or equivalent with five years service as such from any of the following Departments, namely:—

- (1) Indian Audit and Accounts Department;
- (2) Indian Defence Accounts Department;
- (3) Indian Railway Accounts Department;
- (4) Posts and Telegraphs Accounts Department.

(Period of deputation—ordinarily not exceeding three years)”.

[No. F.18(2)-Admn.I/62.]

J. CHAUDHURI, Under Secy.

(अर्थ विभाग)

नई दिल्ली, 24 जून, 1969

सा० का० नि० 2864:—संविधान के अनुच्छेद 309 के परन्तुक के अनुसार प्रदत्त शक्तियों का उपयोग करते हुए, राष्ट्रपति ने एतद्द्वारा वरिष्ठ लेखा अधिकारी (श्रेणी I) की भरती नियमावली 1962 में, जो भारत सरकार, वित्त मंत्रालय, अर्थ विभाग के 2 जनवरी 1963 के सा० का० नि० 64 की अधिसूचना के साथ प्रकाशित की गयी थी, निम्नलिखित और संशोधन किये हैं, अर्थात्—

1. [(1) ये नियम वरिष्ठ लेखा-अधिकारी (श्रेणी I) भरती (संशोधन) नियमावली, 1969 कहें जा सकेंगे ।

(2) ये नियम सरकारी राजपत्र में प्रकाशित किये जाने की तारीख से लागू होंगे ।

2. वरिष्ठ लेखा अधिकारी (श्रेणी I) भरती नियमावली, 1962 की अनुसूची में :—

(i) कालम 2 में “1” के स्थान पर शब्द “दो” रखा जायगा;

(ii) कालम 11 में वर्तमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि की जायगी; अर्थात्

“निम्नलिखित विभागों में काम करने वाले लेखा या लेखा-परीक्षा अधिकारियों या उनके समकक्ष अधिकारियों की प्रतिनियुक्ति, जिन्हें उस पद पर काम करते हुए पांच वर्ष हो गये हों अर्थात्—

- (1) भारतीय लेखा परीक्षा और लेखा विभाग;
- (2) भारतीय रक्षा लेखा विभाग;
- (3) भारतीय रेलवे लेखा विभाग;
- (4) डाक और तार लेखा विभाग ।

(प्रतिनियुक्ति की अवधि साधारणतः तीन वर्ष से अधिक नहीं होगी)” ।

[संख्या एफ० 18 (2)—रेडमिनिस्ट्रेशन—I/62]

जे० चौधरी, अनु-सचिव ।

(Department of Economic Affairs)

New Delhi, the 10th July 1969

S.O. 2865—Statement of the Affairs of the Reserve Bank of India, as on the 4th July, 1969.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	38,56,63,000
		Rupee Coin	4,58,000
Reserve Fund	150,00,00,000	Small Coin	3,22,000
		Bills Purchased and Discounted :—	
National Agricultural Credit (Long Term Operations) Fund	155,00,00,000	(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	113,25,26,000
National Agricultural Credit (Stabilisation) Fund	35,00,00,000	Balances Held Abroad*	117,91,92,000
		Investments**	268,50,66,000
National Industrial Credit (Long Term Operations) Fund	75,00,00,000	Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments@	19,26,25,000
Deposits :—		Loans and Advances to :—	
(a) Government—		(i) Scheduled Commercial Banks†	167,06,95,000
(f) Central Government	54,73,89,000	(ii) State Co-operative Banks††	204,51,96,000
		(iii) Others	1,98,32,000

LIABILITIES		ASSETS	
	Rs.		Rs.
(ii) State Governments	20,46,02,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund:—	
(b) Banks—		(a) Loans and Advances to:—	
(i) Scheduled Commercial Banks	186,44,21,000	(i) State Governments	31,46,96,000
(ii) Scheduled State Co-operative Banks	13,83,08,000	(ii) State Co-operative Banks	17,56,47,000
(iii) Non-Scheduled State Co-operative Banks	65,34,000	(iii) Central Land Mortgage Banks . . . . .	..
(iv) Other Banks	28,00,000	(b) Investment in Central Land Mortgage Bank Debentures	8,96,93,000
(c) Others	301,95,45,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund:—	
Bills Payable	31,93,88,000	Loans and Advances to State Co-operative Banks	5,17,70,000
Other Liabilities	27,77,30,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund:—	
		(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
		Other Assets	57,46,65,000
	Rupees 1058,07,17,000		Rupees 1058,07,17,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 116,00,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

9th day of July, 1969.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 4th day of July, 1969

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	38,56,63,000		Gold Coin and Bullion:—		
Notes in circulation	3705,12,66,000		(a) Held in India	182,53,11,000	
			(b) Held outside India . . . . .	..
TOTAL Notes issued		3743,69,29,000	Foreign Securities	200,88,70,000	
			TOTAL		383,41,81,000
			Rupee Coin		62,51,75,000
			Government of India Rupee Securities		3297,75,73,000
			Internal Bills of Exchange and other Commercial paper . . . . .		..
TOTAL LIABILITIES		3743,69,29,000	TOTAL ASSETS		3743,69,29,000

L. K. JHA,
Governor.

Dated the 9th day of July, 1969.

[No. F. 3(3)-BC/69.]

CORRIGENDUM

New Delhi, the 27th June 1969

S.O. 2866.—In the notification of the Government of India, Ministry of Finance (Department of Economic Affairs), No. F. 8/7/69-SB (S.O. 1573), dated the 9th April, 1969, published at pages 1523—1525 in the Gazette of India-Part II, Section 3, Sub-section (ii), dated the 3rd May, 1969, for "Shri Manavdhar Vibhagiya Bank Ltd., Vanthali" occurring against item 15 thereof, read "Shri Manavdhar Vibhagiya Nagrik Sahakari Bank Ltd., Vanthali".

[No. F. 18/7/69-SB.]

K. YESURATNAM, Under Secy.

(अर्थ विभाग)

शुद्धिपत्र

नई दिल्ली, 27 जून, 1969

एस० ओ० 2867:—भारत सरकार, वित्त मंत्रालय (अर्थ विभाग) की 9 अप्रैल, 1969 की अधिसूचना संख्या फ० 18/7/69-एस० बी० (कानूनी आदेश 1578) में, जो 3 मई, 1969 के भारत के राजपत्र के भाग II खण्ड 3-उपखण्ड (ii) के पृष्ठ 1529-1531 में प्रकाशित हुई है, मद संख्या 15 के सामने "श्री मानवधर विभागीय बैंक लिमिटेड वन्थली" के स्थान पर "श्री मानवधर विभागीय नागरिक सहकारी बैंक लिमिटेड, वन्थली" पढ़िये।

[संख्या एफ० 18/7/69-एस० बी०]

के० येसुरतनम, अनु-सचिव।

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 2nd July 1969

S.O. 2868.—In exercise of the powers conferred by rule 4 of the Income-tax (Certificate Proceedings) Rules, 1962, the Central Government hereby appoints the Commissioner of Income-tax, Lucknow and the Commissioner of Income-tax, Kanpur as Tax Recovery Commissioners.

2. This Notification which supersedes Notification No. 16, dated 26th March, 1968, shall come into force with immediate effect.

[No. 46 (F. No. 16/114/69-ITCC).]

R. D. SAXENA, Dy. Secy.

COLLECTORATE OF CUSTOMS AND CENTRAL EXCISE, GOA

Panjim, the 18th June 1969

S.O. 2869.—Shri S. B. Patil, Assistant Collector of Customs and Central Excise, Goa has taken over charge as Assistant Collector of Customs and Central Excise, Goa with effect from 10th June, 1968 (FN).

[No. 4/69.]

G. S. SAWHNEY, Collector.

MINISTRY OF FOREIGN TRADE AND SUPPLY**(Office of the Chief Controller of Imports and Exports, New Delhi)****ORDER***New Delhi, the 16th June 1969*

S.O. 2870.—The Chief Engineer for Electricity Mysore State Electricity Board, Bangalore-1 was granted an Import Licence No. 015403/CCI/HEP, dated 25-7-58 for Rs. 80,000 (Rupees eighty thousand only). He has applied for the issue of a duplicate Exchange Control Purposes copy of the said licence on the ground that the original Exchange Control copy has been lost/misplaced. It is further stated that the Exchange Control Copy was utilised to the extent of Rs. 77,082.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Exchange Control Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under sub-clause 9 (cc) of the Imports (Control) Order 1955, dated 7-12-1955 as amended the said original exchange control purposes copy of licence No. 015403/CCI/HEP, dated 25-7-58 for Rs. 80,000 (Rupees eighty thousand only) issued to the Chief Engineer for Electricity Mysore State Electricity Board, Bangalore-1 is hereby cancelled.

3. A duplicate exchange Control Purposes copy of the said licence is being issued separately to the licensee.

[No. CG II/HEP/C-69/58/213.]

P. C. VERMA,Dy. Chief Controller of Imports & Exports
for Chief Controller of Imports & Exports.**MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS****(Department of Industrial Development)***New Delhi, the 1st June 1969*

S.O. 2871.—In exercise of the powers conferred by section 6 of the Salt Cess Act, 1953 (49 of 1953), the Central Government hereby directs that with effect from the 1st June, 1969, the Salt Cess Rules, 1964, shall extend to, and come into force in, the Union territory of Goa, Daman and Diu.

[No. F. 9/2/67-Salt.]

S.O. 2872—In exercise of the powers conferred by sub-section (3) of section 1 of the Salt Cess Act, 1953 (49 of 1953), the Central Government hereby appoints the 1st June, 1969, as the date on which the said Act shall come into force in the Union territory of Goa, Daman and Diu.

[No. F. 9/2/67-Salt.]

V. PRAKASH, Under Secy.**औद्योगिक, विकास, आन्तरिक व्यापार तथा समवाय-कार्य मंत्रालय****(औद्योगिक विकास विभाग)**

नई दिल्ली, 1 जून, 1969

एस० ओ० 2873 :—नमक उपकर अधिनियम, 1953 (1953 का 49वां) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार एतद्वारा निवेश देती है कि 1 जून, 1969 से नमक उपकर नियम, 1964 का सीमा विस्तार तथा प्रवर्तन गोआ, दमन और ड्यू के संघ क्षेत्र में होगा।

[सं० एफ० 9/2/67-नमक]

एस० नो० 2874 :—नमक उपकर अधिनियम, 1953 (1953 का 49वां) की धारा 1 की उपधारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा गोआ, दमन, ड्यू के संघ क्षेत्र में इस अधिनियम के प्रवर्तन की तिथि 1 जून, 1969 नियत करती है ।

[सं० एन० 9/2/67 साल्ट]

विद्या प्रकाश, अव्वर सचिव ।

(Department of Internal Trade)

New Delhi, the 7th July 1969

S.O. 2875.—The following amendments made to the Articles of Association by the Punjab Company Limited, Bhatinda in exercise of the powers conferred on it by sub-section (1) of section 9A of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) and approved by the Central Government are hereby published, as required by sub-section (2) of the said section, namely:—

Amendments

In the said Articles of Association,—

(1) for Article 115, the following Article shall be substituted, namely:—

"115. All members of the Company shall be classified into three different panels as follows:—

(i) Commission Agents 'and Others' Panel;

(ii) Stockists 'and Ready Dealers' Panel, and

(iii) Non-trading Members' Panel";

(2) Article 117 shall be omitted;

(3) Article 119 shall be omitted;

(4) in Article 121, for clause (a), the following clause shall be substituted, namely:—

"(a) (i) Not more than nine Directors representing the Commission Agents 'and Others' Panel to be elected by the members of the Company classified in the Commission Agents 'and Others' Panel.

(ii) Not more than three Directors representing the Stockists 'and Ready Dealers' Panel to be elected by the members of the Company classified in the Stockists 'and Ready Dealers' Panel.

(iii) Not more than one Director representing the Non-trading Members 'Panel to be elected by the Non-trading Members' of the Company classified in the Non-trading Members' Panel."

[No. F. 13(3)-I.T./69.]

P. SITARAMAN, Dy. Secy.

(आन्तरिक व्यापार विभाग)

नई दिल्ली, 7 जुलाई, 1969

एस० नो० 2876:—अग्रिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 9-क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब कम्पनी लिमिटेड भटिंडा द्वारा संगम-अनुच्छेद में किए गए और केन्द्रीय सरकार द्वारा अनुमोदित निम्नलिखित संशोधन, उक्त धारा की उप-धारा (2) की अपेक्षानुसार एतद्वारा प्रकाशित किए जाते हैं, अर्थात् :

संशोधन

उक्त संगम-अनुच्छेद में,

(1) अनुच्छेद 115 में लिए निम्नलिखित अनुच्छेद प्रतिस्थापित किया जाएगा, अर्थात् :

“115 कम्पनी के सदस्य तीन विभिन्न पैनलों में निम्नलिखित रूप में वर्गीकृत किए जाएंगे,—

- (i) कमीशन अभि तंत्रों तथा अन्य का पैनल
 - (ii) स्टाकिस्टों तथा तैयार माल के विक्रेताओं का पैनल; तथा
 - (iii) गैर-व्यापारी सदस्यों का पैनल;
- (2) अनुच्छेद 117 लुप्त किया जाएगा;
 - (3) अनुच्छेद 119 लुप्त किया जाएगा;
 - (4) अनुच्छेद 121 में खण्ड (क) के लिए निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात्—

“क(1) कमीशन अभिकर्ताओं तथा अन्य के पैनल का प्रतिनिधित्व करने वाले 9 से अधिक निदेशक, को कमीशन अभिकर्ताओं तथा अन्य के पैनल में वर्गीकृत कम्पनी के सदस्यों द्वारा निर्धारित किए जाएंगे;

- (ii) स्टाकिस्टों तथा तैयार माल के विक्रेताओं के पैनल का प्रतिनिधित्व करने वाले 3 से अधिक निदेशक जो स्टाकिस्टों तथा तैयार माल के विक्रेताओं के पैनल में वर्गीकृत कम्पनी के सदस्यों द्वारा निर्वाचित किए जाएंगे ;
- (iii) गैर-व्यापारी सदस्यों के पैनल का प्रतिनिधित्व करने वाला एक से अधिक निदेशक जो गैर-व्यापारी सदस्यों के पैनल में वर्गीकृत कम्पनी के गैर-व्यापारी सदस्यों द्वारा निर्वाचित किया जाएगा।”

[सं० फा० 13(3)आई० टी० /69]

प० सीतारामन्, उप-सचिव

MINISTRY OF TOURISM AND CIVIL AVIATION

New Delhi, the 5th July 1969

S.O. 2877.—In pursuance of sub-section (i) of section 8 of the Aircraft Act, 1934 (22 of 1934), the Central Government hereby makes the following amendment to the notification of the Government of India in the late Ministry of Transport and Aviation (Department of Transport, Shipping and Tourism) (Department of Aviation) No. S.O. 2305, dated the 22nd July, 1966, namely:—

In the said notification the entry “Any Gazetted Officer of the Communication Organisation holding combined charge of the Aerodrome as well as the Aeronautical Communication Station” shall be inserted at the end.

[No. F. 10-A/37-69/AR/1937(1)/1969.]

S. N. KAUL, Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 8th July 1969

S.O. 2878.—The gazette notification No 2488 which was published in the Gazette of India, Part II Section 3 Sub-section (2) dated 28-6-69 issue, regarding introduction of measured rate system at BILLIMORA Exchange with effect from 16-7-1969, is hereby cancelled.

[No. 5-41/68-PHB(12).]

D. R. BAHL,
Assistant Director General (PHB).

संचार विभाग

डाक-तार बोर्ड

नई दिल्ली, 8 जुलाई, 1969

एस० ओ० 2879:—बिलीमीरा एक्सचेंज में 16 जुलाई, 1969 से मापवर प्रणाली को लागू करने के बारे में जारी की गई गजट-अधिसूचना क्रम संख्या 2488 को जिसे भारतीय राजपत्र के भाग II अनुभाग 3, उप-अनुभाग (2) में 28 जून, 1969 को प्रकाशित किया गया था रद्द किया जाता है

[सं० 5-41/68-पी०एच०बी० (12)]

डी० आर० बहल,
सहायक महानिदेशक (पी०एच०बी०)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 11 जुलाई, 1969

एस०ओ० 2880:—सिनेमाटोग्राफ अधिनियम 1952 (1952 का 37वां) के खण्ड 6 के उप-खण्ड (2) की धारा (ख) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुये भारत सरकार एतद्-द्वारा आदेश देती है कि फिल्म "दि यंग रनअवेज" जिसको केन्द्रीय फिल्म सेन्सर बोर्ड ने 26 मार्च 1969 को प्रमाणपत्र संख्या 56920-यू प्रदान किया था को दिया गया प्रमाणपत्र ऐसा प्रमाणपत्र समझा जाए जो सारे भारत में केवल व्यस्कों को दिखाने के लिये फिल्म को दिया जाता है। यह आदेश अधिसूचना के प्रकाशन होने की तिथि से लागू समझा जाए

[सं० 8/6/69-एफ० सी०]

आदेश

नई दिल्ली, 2 जुलाई, 1969

एस० ओ० 2881:—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार केन्द्रीय सरकार फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद एतद्द्वारा इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्मों को उनके सभी भाषाओं के रूपान्तरों सहित जिनका विवरण प्रत्येक के सामने उक्त सूची के कालम 6 में दिया हुआ है स्वीकृत करती है—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम 1952 (1952 का 37वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 6 ।
- (2) बम्बई सिनेमा (विनियम) अधिनियम 1953 (1953 का 11 वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9 ।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि०मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमैन्ट्री फिल्म है
(1)	(2)	(3)	(4)	(5)	(6)
(1)	जुनिया भुइवर जीवन भारान नवया भुइवर जीवन रचाले (मराठी)	464. 00 मीटर	प्रचार निदेशक, महाराष्ट्र सरकार, फिल्म सेंटर, 68, तारदेव रोड, बम्बई-34।		डाकुमैन्ट्री फिल्म (महाराष्ट्र सर्किट के लिये)
(2)	व्यवसाया मार्ग-दर्शन (मराठी)	292. 61 मीटर	तथैव		शिक्षा सम्बन्धी फिल्म (महाराष्ट्र सर्किट के लिये)
(3)	आखर उजडाला (मराठी)	503. 22 मीटर	तथैव		शिक्षा सम्बन्धी फिल्म (महाराष्ट्र सर्किट में रिलीज के लिये)
(4)	महात्माजीनची कर्माभूमि महाराष्ट्रा (मराठी)	478. 54 मीटर	तथैव		तथैव

[सं० फा० 24/1/69-एफ० पी० परिशिष्ट 1364]

नई दिल्ली, 7 जुलाई, 1969

एस० ओ० 2882:—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किए गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्मों को उनके सभी भाषाओं के रूपान्तरों सहित, जिनका विवरण प्रत्येक के सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37 वां) केन्द्रीय अधिनियम की धारा 12 की उपधारा (4) तथा धारा 6
- (2) बम्बई सिनेमा (विनियम) अधिनियम 1953 (1953 का 11 वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेन्ट्री फिल्म है
(1)	(2)	(3)	(4)	(5)	(6)
(1)	महाराष्ट्र समाचार संख्या 205	304.00 मीटर	प्रचार निदेशक, महाराष्ट्र सरकार, तारदेव रोड, बम्बई-34।	फिल्म सेन्टर,	समाचार और सामयिक घटनाओं की फिल्म (केवल महाराष्ट्र सर्किट के लिये)
(2)	एक अगालेच निमंत्रण (मराठी)	305.00 मीटर	तथैव		शिक्षा सम्बन्धी फिल्म (केवल महाराष्ट्र सर्किट के लिये)

[सं० फा० 24/1/69-एफ० पी० परिशिष्ट 1366]

शुद्धिपत्र

नई दिल्ली, 2 जुलाई, 1969

एस० नो० 2883 :—भारत के असाधारण राजपत्र के भाग 2 खण्ड 3 के उप-खण्ड (2), संख्या 53 दिनांक 12 फरवरी, 1969 में छपे इस मन्त्रालय के आदेश संख्या क्रम संख्या 617 दिनांक 7 फरवरी 1969 की अनुसूची में क्रम संख्या 3 के कालम 2 के अन्तर्गत 'आरम-रक्षा' के स्थान पर 'सिविल-रक्षा' रखा जाए।

[सं० फा० 24/1/69-एफ० पी० परिशिष्ट 1365]

बानू राम अग्रवाल, अवसर चिव।

MINISTRY OF INFORMATION AND BROADCASTING

ORDERS

New Delhi, the 2nd July 1969

S.O. 2884.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all their language versions to be of the description specified against each in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	Junya Bhueevar Jeevan Bharale Navya Bhueevar Jeevan Rachale (Marathi)	464.00M	Director of Publicity, Govt. of Maharashtra Film Centre, 68-Tardeo Rd., Bombay-34.	Documentary Film (for release in Maha- rashtra circuit)	
2	Vyabasaya Margadarshan (Marathi)	292.61M	Do.	Film inteded for educational purposes (for release in Maha- rashtra cricuit).	
3	Mahatmajeenchi Karma Bhoomi Maharashtra (Marathi)	478.54M	Do.	Do.	
4	Akher Ujadla (Marathi)	305.00M	Do.	Do.	

[No. F. 24/1/69-FP App. 1364.]

New Delhi, the 7th July 1969

S.O. 2885.—In pursuance of the directions issued under the provision of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all their language versions to be of the description specified against each in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes* or a film dealing with news & current events or a docu- mentary film
1	2	3	4	5	6
1.	Maharashtra News No. 205	304.00M	Director of Publicity, Govt. of Maharashtra Film Centre, Tardeo Road, Bombay-34.		Film dealing with new and current events (For release in Maha- rashtra Circuit only).
2.	Ek Agalech Niman- tran	305.00M		Do.	Film intended for edu- cational purposes (For release in Maharashtra Circuit only).

[No. F. 24/1/69-FP App.1367.]

CORRIGENDUM

New Delhi, the 2nd July 1969

S.O. 2886.—In the Schedule to this Ministry's order S.O. 617, dated 7th February, 1969, appearing in the Gazette of India, Extra-Ordinary Part II, Section 3 Sub-section (ii) No. 53, dated 12th February, 1969, against S. No. 3 under column 2 substitute "Civil Defence" for "Self Defence".

[No. F. 24/1/68-FP App. 1365.]

BANU RAM AGGARWAL, Under Secy.

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 4th July 1969

S.O. 2887.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961) the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 20. (F.No. 55/1/62-IT) dated the 30th April 1963, published as S.O. 1293 on pages 1454-1457 of the Gazette of India, Part II Section 3, Sub-Section (ii), dated the 11th May, 1963 as amended from time to time.

I. Existing entries under columns (1), (2) and (3) against S. No. 7 shall be substituted by the following entries:—

Income-tax Commissioner	Headquarters	Jurisdiction
1	2	3
7. Delhi-I	New Delhi	1. District II. 2. District III, Wards A(I), C(I), E(I), G(I), I(I), K(I), M(I). 3. District IV, Wards A(I), B(I), C(I), C(II). 4. District VI, Wards A(I), A(II), C(I), C(I) (Addl). 5. District VIII. 6. Company Circles II, III, VII, X, XII, XIII, XIV, XV, XVI, XIX, XX. 7. Special Circles III, IV, V. 8. Foreign Section. 9. Estate Duty-cum-Income-tax Circle. 10. Salary Circles. 11. Private Salary Circles.

II. Existing entries under columns (1), (2) and (3) against S. No. 7B shall be substituted by the following entries:—

Income-tax Commissioner	Headquarters	Jurisdiction
1	2	3
7B. Delhi-II	New Delhi	1. District I. 2. District III, Wards A, A(Addl.), A(Addl.-I), B, C, D, E, F, F(Addl.), G, H, I, J, K, L, L(Addl.), M, N, O, O(Addl.), P. 3. District IV, Wards A, B, C, D. 4. District V. 5. District VI, Ward A, A(Addl.), B, B (Addl.), C, C(Addl.), D, E. 6. District VII. 7. District IX. 8. Company Circles I, IV, V, VI, VIII, IX, XI, XVII, XVIII, XXI, XXII. 9. Special Circles I, II, VI. 10. Evacuee Circle. 11. Refund Circle.

This Notification shall take effect from the 7th July, 1969.

[No. 89/F. No. 55/243/69-IT(AI).]

New Delhi, the 2nd July 1969

S.O. 2888.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 20. [F. No. 55/1/62-IT], dated the 30th April, 1963,

published as S.O. 1293 on pages 1454—57 of the Gazette of India, part II Section 3, sub-section (ii), dated the 11th May, 1963, as amended from time to time:—

1. Existing entries under columns (1), (2) and (3) against S. No. 7B shall be substituted by the following entries:—

Income-tax Commissioners	Headquarters	Jurisdiction
(1)	(2)	(3)
7B Delhi-II	New Delhi	1. District I. 2. District III (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14), (15), (16), (17), (18), (19), (20), (21), (22), and (23). 3. District IV (1), (2), (3), (4), (5) and (6). 4. District V. 5. District VI (1), (2), (3), (4), (5), (6), (7), (8), (9), and (10). 6. District VII. 7. District IX. 8. Company/Circles I, IV, V, VI, VIII, IX, XI, XVII, XVIII, XXI and XXII. 9. Special Circles I, II, VI, VII and VIII. 10. Evacuee Circle. 11. Refund Circle.

The Notification shall take effect from the 16th July, 1969.

Explanatory Note

This amendment has become necessary on account of re-organisation of the jurisdiction of Income-tax Officers.

(The above note does not form a part of the Notification, but is intended to be merely clarificatory).

[No. 93/F. No. 55/243/69-IT(AI).]

L. N. Gupta, Under Secy.

MINISTRY OF HEALTH FAMILY PLANNING, W.H. & U.D.

(Department of Health and U.D.)

New Delhi, the 2nd July 1969

S.O. 2889.—In exercise of the powers conferred by section 12 and 53 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government, after consultation with the Drugs Technical Advisory Board, hereby makes the following rules further to amend the Drugs and Cosmetics Rules, 1945, the same having been previously published as required by the said sections, namely:—

1. These rules may be called the Drugs and Cosmetics (Third Amendment) Rules, 1969.

2. In the Drugs and Cosmetics Rules, 1945 (hereinafter referred to as the said Rules), the existing rule 3A shall be renumbered as sub-rule (1) thereof and after sub-rule (1) as so renumbered, the following sub-rule shall be inserted, namely:—

“(2) The functions of the Laboratory in respect of the following drugs or classes of drugs shall be carried out at the Indian Veterinary Research Institute, Izatnagar or Mukteshwar and the functions of the Director in respect of the said drugs or classes of drugs shall be exercised by the Director of either of the said institutions.

- (1) Anti-sera for veterinary use.
- (2) Vaccines for veterinary use.
- (3) Toxoids for veterinary use.
- (4) Diagnostic Antigens for veterinary use."

3. In rule 31 of the said Rules, the following proviso shall be inserted, namely:—

"Provided that in the case of biological and other special products intended for veterinary use the standards of strength, quality and purity, if any, shall be those that are specified in Schedule F(I) and the tests prescribed in that Schedule shall be applicable for determining whether any such imported drug complies with the said standards and where no standards are specified in Schedule F(I) for any veterinary drug, the standards for such drug shall be those specified in the current edition, for the time being in force, of the British Veterinary Codex."

4. For rule 32 of the said Rules, the following rule shall be substituted, namely:—

"32—*Packing and labelling of imported drugs.*—No drug shall be imported unless it is packed and labelled in conformity with the rules in Parts IX and X and Schedule F and further conform to the standards laid down in Part XII provided that in the case of drugs intended for veterinary use, the packing and labelling shall conform to the rules in Part IX and X and Schedule F(I)."

5 In rule 44 of the said Rules, after the first proviso, the following proviso shall be inserted, namely:—

"Provided further that for the purpose of examination of Antisera, Toxoid and Vaccines and Diagnostic Antigens for Veterinary use, the person appointed shall be a person who is a graduate in Veterinary science, or general science, or medicine or pharmacy and has had not less than three years' experience in the standardisation of biological products."

6. In rule 49 of the said Rules, after the first proviso, the following proviso shall be inserted, namely:—

"Provided further that only Inspectors who are graduates in veterinary science or medicines or general science or pharmacy and have had not less than three years' experience in the manufacture or testing of biological products shall be authorised to inspect the manufacture of veterinary biological products."

7 In rule 76 of the said Rules after the proviso to condition (1) (relating to supervision by competent Technical staff), the following proviso shall be inserted, namely:—

"Provided further that for the drugs specified in Schedule C and Schedule C(1) meant for veterinary use, the wholetime employee under whose supervision the manufacture is conducted may be a graduate in Veterinary science or general science or medicine or pharmacy of a University recognised by the Central Government and who has had at least three years' experience in the manufacture of biological products."

8. In rule 78 of the said Rules, after the word and letter "Schedule F", the following shall be inserted, namely:—

"or Schedule F(1) as the case may be,".

9. In rule 97 of the said Rules, for sub-rule (3), the following sub-rule shall be substituted, namely:—

"(3) The container of a medicine made up ready, only for treatment of an animal shall be labelled conspicuously with the words 'Not for human use; for animal treatment only' and shall bear a symbol depicting the head of a domestic animal;"

10. In rule 107 of the said Rules, for the Explanation the following "Explanation" shall be substituted, namely:—

"Explanation.—For the purpose of this rule the expression "proper name" means the proper name stated in Schedule F or if no such name is stated, the name descriptive of the true nature and origin of the substance; Provided that in the case of veterinary biological product the expression "proper name" means the proper name stated in Schedule F(1) or if no such name is stated, the name or synonym given in the current edition for the time being of the British Veterinary Codex, or, if no such name is stated either in Schedule F(1) or the British Veterinary Codex, the name descriptive of the true nature and origin of the substance approved by the Licensing Authority."

11. In rule 108 of the said Rules, in sub-rules (3) and (4), after the word and letter 'Schedule F', the following words, letter, brackets and figure shall be inserted, namely:—

"or in Schedule F(1), as the case may be."

12. In rule 109 of the said rules—(a) in sub-rule (1), after the word and letter 'Schedule F', at both the places where they occur, the following words, letter, brackets and figure shall be inserted, namely:—

"or Schedule F(1), as the case may be."

(b) in sub-rule (3)—(i) after the word and letter 'Schedule F' where they occur first, the following words, letter, brackets and figure shall be inserted, namely:—

"or Schedule F(1), as the case may be";

(ii) for clause (b), the following clause shall be substituted, namely:—

"(b) the date on which the manufacture of the particular batch from which the substance in the container is taken was completed as defined in Schedule F or Schedule F(1) or if there is no definition in Schedule F or Schedule F(1) as hereafter defined in this rule, and in the case of vaccines prepared from concentrates, the date of completion of the final products and the bottling for issue."

13. In rule 111 of the said Rules, after the word and letter 'Schedule F', the following words, letter, brackets and figure shall be inserted, namely:—

"or Schedule F(1), as the case may be".

14. In rule 112 of the said Rules, after the word and letter 'Schedule F', the following words, letter, brackets and figure shall be inserted, namely:—

"or Schedule F(1), as the case may be".

15. In rule 122 of the said Rules.—(a) in clause (a) after the word and letter 'Schedule F', the following words, letters, brackets and figure shall be inserted, namely:—

"or Schedule F(1), as the case may be";

(b) in clause (b) after the word and letter 'Schedule F', the following words, letters, brackets and figure shall be inserted, namely:—

"or Schedule F(1), as the case may be";

(c) for clause (c), the following clause shall be substituted, namely:—

"(c) The substance shall conform to the standards of strength, quality and purity specified in Schedule F or Schedule F(1), as the case may be, and the tests for determining the strength, quality and purity of the substance shall be those specified in Schedule F or Schedule F(1) as the case may be."

(d) in clause (d) after the word and letter, "Schedule F" the following words, letter, brackets and figure shall be inserted, namely:—

"or Schedule F(1), as the case may be".

16. After rule 124 of the said Rules, the following rule shall be inserted, namely:—

"124-A. *Standards for veterinary drugs.*—For drugs intended for veterinary use, the standards shall be those given in the current edition for the time being in force of the British Veterinary Codex".

17. In Schedule D of the said Rules, items 2 and 3 along with their entries shall be omitted.

18. In the said Rules, after Schedule F, the following Schedule shall be inserted, namely:—

"SCHEDULE F(1)

PART—1—Vaccines

(A) Provisions Applicable to the production of Bacterial Vaccines.

1. *Definition.*—(1) This part of the Schedule applies to bacterial vaccines made from any micro-organism pathogenic to man or other animal and to vaccines made from other micro-organisms which have any antigenic value.

(2) For the purposes of this part of the Schedule, a bacterial vaccine means a sterile suspension of a killed culture of the micro-organism from which the vaccine derives its name or a sterile extract or derivative of a micro-organism, or a pure suspension of living micro-organisms which have been previously made avirulent.

2. *Staff of Establishment.*—A competent expert in bacteriology with sufficient experience in the manufacture and standardisation of biological products shall be in charge of the establishment responsible for the production of bacterial vaccine and he shall be assisted by a staff adequate for carrying out the tests required during the preparation and standardisation of the vaccines.

3. *Proper Name.*—The proper name of any vaccine shall be the name of the micro-organism from which it is made followed by the word "Vaccine" unless this Schedule otherwise provides or if there is no other special provision in this Schedule, some other name as approved by the licensing authority; Provided that in the case of the under-mentioned preparations the proper name of the vaccine may be as follows:—

1. Anthrax Spore Vaccine (Living).
2. Blackquarter Vaccine.
3. Enterotoxaemia Vaccine.
4. Fowl Cholera Vaccine.
5. Haemorrhagic Septicaemia Adjuvant Vaccine.
6. Haemorrhagic Septicaemia Vaccine (Broth).

4. *Records.*—Cultures used in the preparation of vaccine before being manipulated into a vaccine, should be thoroughly tested for identity by the generally accepted tests applicable to the particular micro-organism.

The permanent records which the licensee is required to keep shall include amongst others a record of the origin, properties and characteristics of the cultures.

5. *Combined Vaccines.*—Vaccines may be issued either singly or combined in any proportion in the same container. In the case of combination of vaccines, a name for the combined vaccine may be submitted by the licensee to the licensing authority, and if approved, may be used as the proper name of the vaccine.

6. *Preparation.*—Bacterial vaccines, simple or polyvalent, are prepared from selected cultures after careful examination for their identity, specificity, purity and antigenicity. They may be prepared in the following manner:—

(a) *Formal Cultures or Bacterins.*—The selected pure culture strain or strains are grown in a suitable fluid medium, at an optimum temperature, for an appropriate period. The pure growth is then exposed to the action of solution of Formaldehyde I.P. in suitable concentration and temperature. The product is finally filled in suitable sterilised containers which are subsequently sealed.

(b) *Vaccine of Bacterial Products or Bacterial Derivatives.*—These vaccines are prepared by growing the organisms on suitable media and then deriving specific antigenic constituents of the bacteria by various special methods.

(c) *Living Bacterial Vaccines.*—They are prepared from non-pathogenic but fully immunogenic strains of micro-organisms. Strict aseptic precautions are taken throughout the preparation against the introduction of microbial contaminants.

7. *General Standard*: (a) *Description*.—Bacterial vaccines are colourless to yellowish brown liquids containing dead or viable bacteria in homogenous suspension.

(b) *Identification*.—All types of vaccines confer active immunity in the susceptible animals which can be demonstrated by injecting suitable experimental animals with the calculated doses of the product and subsequently determining the presence of the protective antibodies in their serum and/or by challenging the vaccinated animals by injecting virulent strain of the homologous organisms. The protected animals should survive the challenge.

(c) *Tests for Sterility*.—All bacterial vaccines shall be tested for sterility in accordance with the provision of Rules 115 to 119 (both inclusive). If the vaccine contains added bactericide or bacteriostatic, a quantity of medium sufficient to render the growth inhibitor ineffective is added to the sample, or a suitable substance is added in a concentration sufficient to render the growth inhibitor ineffective but not itself to inhibit the growth of micro organism.

(d) *Purity Tests for Living Bacterial Vaccines*.—Petri-dishes containing suitable media are streaked with the final product and incubated at 37°C for 72 hours. The vaccine passes the test if no growth of micro-organisms other than those from which the vaccine was prepared, is observed. Other tests include examination for motility of the organisms, fermentation reactions and thermoagglutination test and dye-inhibitor tests in case of bruceliza vaccine.

(e) *Safety Test*.—The safety of the vaccine shall be assessed by injecting it in appropriate doses in suitable susceptible animals. No animal should show any untoward, general or local reaction, within seven days after inoculation.

(f) *Potency Test*.—Wherever applicable, susceptible experimental animals are inoculated with the calculated doses of the final product. The animals are challenged, after the period of immunisation, with virulent infective dose of the homologous culture along with the controls. The potency of the vaccine is assessed by the survival of the vaccinated animals and the death of the controls.

8. *Labelling*.—(a) The label on the ampoule or the bottle shall indicate:

- (i) Proper name.
- (ii) Contents in millilitres or doses.
- (iii) Potency, if any.
- (iv) Batch number.
- (v) Expiry date.

(b) The label on the outside container shall indicate:

- (i) Proper name.
- (ii) Contents in millilitres or doses.
- (iii) Batch number.
- (iv) Date of manufacture.
- (v) Manufacturing licence No
- (vi) Manufacturer's name and address
- (vii) "For animal treatment only".
- (viii) Storage conditions

9. *Storage*.—Bacterial vaccines shall be stored, protected from light at temperature between 2°C to 4°C and shall not be frozen.

10. *Date of Manufacture*.—The date of manufacture shall be, unless otherwise specified in the individual monograph in this part, as defined in clause (b) of sub-rule (3) of rule 109.

Anthrax Spore Vaccine (Living)

1. *Synonyms*.—Airulent Anthrax Spore Vaccine or Bacillus Anthracis Vaccine (Living).

2. *Definition*.—The vaccine is a suspension of living spores of an uncapsulated avirulent strain of B. anthracis in 50 per cent glycerine saline.

3. *Preparation*.—Avirulent *B. anthracis* of known antigenicity is grown on suitable medium at PH. 7.4 in Roux flasks. After 72 hours incubation at 37°C, the pure sporulated culture growth which shows 70 to 80 per cent sporulation is washed with normal saline and glycerinated to the extent of 50 per cent by weight of the culture washing and the whole suspension is kept at room temperature for twenty-one days to allow for the stabilisation of the spores.

4. *Standard*—(a) *Description*.—It is slightly opalescent or pale, brown semi-viscous liquid.

(b) *Identification*.—Uncapsulated *B. anthracis* which is avirulent can be isolated from the vaccine.

(c) *Sterility Test*.—Should comply with the test for sterility described in the general monograph on "Bacterial Vaccine".

(d) *Purity Test*.—Complies with the "purity tests for living bacterial vaccine" described under the general monograph on "Bacterial Vaccines".

(e) *Safety Test*.—Four healthy adult guinea pigs weighing 300–450 g. not previously treated with any material which will interfere with the test are inoculated subcutaneously, two with 0.2 ml. each and two with 0.5 ml. each of the unglycerinated suspension respectively. Four more guinea-pigs are injected with 1:5 dilution of the glycerinated product in the same manner. No untoward reaction should be observed and none of the animals should die of anthrax during the period of observation for seven days.

(f) *Safety and Potency Test in sheep and Goat*.—Spore count of the glycerinated suspension is made after twenty-one days from the date of glycerination. Three plates for each of the three dilution 10^{-5} , 10^{-6} , and 10^{-7} are made.

Eight sheep and eight goats each weighing not less than 18 kg. are injected subcutaneously in the following manner:—

- | | |
|------------|---|
| two Sheep: | Each subcutaneously with 10 ml. of the stock suspension (for safety). |
| two Goats: | Each subcutaneously with 5 ml. of the stock suspension (for safety). |
| six Sheep: | Each subcutaneously with one million spores suspended in 50 per cent glycerine saline solution. |
| six Goats: | Each subcutaneously with one million spores suspended in 50 per cent glycerine saline solution. |

None of these animals should die of anthrax. Twenty-one days after vaccination, the animals are challenged with 100 lethal doses of virulent *B. anthracis* spores along with two healthy sheep and two goats as controls.

All the controls should die of anthrax within 72 hours after challenge and at least 66 per cent of the vaccinated animals should survive. The animals shall be observed for a minimum of ten days from the date of challenge.

(g) *Viable Count*.—The vaccine when plated on suitable media should show 1.5 million *B. anthracis* organisms per ml. at the time of bottling, but not less than one million at any time before issue.

5. *Labelling and Storage*.—Should comply with the requirements for "labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines".

6. *Expiry Date*.—The date of expiry of the potency of the vaccine shall be not more than six months from the date of manufacture. The stock suspension can however be stored for two years.

Blackquarter Vaccine

1. *Synonym*.—Blackleg Vaccine or Quarter Evil Vaccine.

2. *Definition*.—Blackquarter Vaccine is a culture of *Clostridium chauvoei* grown in a suitable anaerobic fluid medium and rendered sterile and atoxic by the addition of Solution of Formaldehyde I.P. in such a manner that it retains its immunising properties.

3. *Preparation*.—Cultures of *Cl. Chauvoei* are grown in a suitable anaerobic fluid medium and killed by the addition of a suitable concentration of Solution of Formaldehyde I.P. the final product shall be adjusted to PH 7.0.

4. *Standards (a)—Description.*—It is a yellowish brown liquid containing dead bacteria in suspension.

(b) *Identification.*—It protects susceptible animals against infection with *Cl. chauvoei*.

(c) *Sterility Test.*—Should comply with the test for sterility described in the general monograph on "Bacterial Vaccine".

(d) *Safety and Potency Tests.*—At least six adult healthy guinea-pigs each weighing 300 g to 450 g are injected subcutaneously each with 3 ml. of the product followed a week later by a second injection with the same dose. They should not show any systemic reaction but may show only a minimum of local reaction. Fourteen days after the second injection six of the vaccinated guinea-pigs are challenged intramuscularly with 25 viable spores of *Cl. Chauvoei* equivalent to 5 c.h.d. along with 0.2 ml. of a 5 percent solution of calcium chloride. Two controls are used. The controls should die of the specific injection and at least 4 of the six vaccinated animals should survive before the product is passed for issue.

5. *Labelling and Storage.*—Should Comply with the requirements of "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines."

6. *Expiry Date.*—The date of expiry of the potency of the vaccine shall not be more than twenty-four months from the date of manufacture

Brucella Abortus (Strain 19 Vaccine) (Living)

1. *Synonym.*—Contagious Abortion Vaccine, (Strain 19) (Living).

2. *Definition.*—*Brucella Abortus (Strain 19) Vaccine (Living)* in a suspension of a pure smooth living culture of *Br. abortus* of low virulence in normal saline solution.

3. *Preparation.*—Forty-eight to seventy-two hour old growth of *Br. abortus* (Strain 19) on potato agar medium in Toux flasks washed with buffered normal saline solution PH 6.4 and the pure growth from the flasks is pooled together, 0.5 ml. of the pooled product is mixed with 4.5 ml. of normal saline solution at PH 6.4 in graduated centrifuge tube and centrifuged at 3000 r.p.m. for one hour. The percentage of cell deposit is assessed by reading the amount of cell deposit obtained.

The concentrated suspension is then diluted with buffer normal saline solution so that the final product contains 0.72 per cent bacterial cell deposit.

4. *Standard (a)—Description.*—It is an almost white turbid liquid containing live bacteria in suspension.

(b) *Identification.*—It consists of Gram-negative bacilli capable of protecting susceptible animals against Brucellosis.

(c) *Sterility Test.*—Should comply with the test for sterility described in the general monograph on "Bacterial Vaccine."

(d) *Purity Test.*—A smear of the finished product is examined microscopically after staining by Gram's method for evidence of any contamination. When grown on suitable media, *Br. abortus* should be obtained in a pure state.

(e) *Safety Test.*—Two healthy guinea-pigs each weighing 300 g. to 450 g. are inoculated subcutaneously each with 1.0 ml. of the final product. The guinea-pigs should not show excessive reaction of a toxic nature during the period of observation of ten days.

(f) *Potency Test.*—Each of a group of four healthy guinea-pigs, drawn from a uniform stock and each weighing 300 g. to 450 g. is injected intramuscularly with 1 ml. of the vaccine, and is challenged nine weeks after vaccination by the intramuscular injection of 1 ml. of a suspension containing 5,000 fully virulent *Br. abortus* organisms. Each of a group of two unvaccinated guinea-pigs is similarly injected. After a further six weeks, the guinea-pigs are killed and cultures are made from their spleens. More than half of the vaccinated guinea-pigs contain no demonstrable *Br. abortus* in the spleen; all the controls are injected.

(g) *Viable Count.*—The vaccine when plated on suitable media should show between 14,000 million and 18,000 million *Br. abortus* organisms per ml. At least 80 per cent of the *Brucella* organisms should be in the smooth phase.

5. *Labelling and storage*.—Should comply with the requirements of "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines". The liquid vaccine shall be issued fresh as far as possible without allowing any period of storage after manufacture.

6. *Expiry Date*.—The date of expiry of the vaccine shall be not more than five weeks from the date of manufacture.

Enterotoxaemia Vaccine

1. *Synonyms*.—Clostridium Welchii, Type D, Formal Culture: pulpy Kidney vaccine.

2. *Definition*.—Enterotoxaemia Vaccine is a culture of a highly toxigenic strain of Clostridium type D, grown in an anaerobic medium rendered sterile and toxic by the addition of Solution of Formaldehyde I.P. in such a manner that it retains its immunising properties.

3. *Preparation*.—Selected toxigenic strain of Cl. Welchii, type D, is grown in a liquid medium under conditions which ensure maximum epsilon toxin production. The culture is checked for purity and toxicity as tested in mice. Solution of Formaldehyde I.P. is added in suitable concentration and the formalised culture is kept at 37°C till the production is sterile and non toxic.

4. *Standard*.—(a) *Description*.—It is a yellowish brown liquid containing dead bacteria in suspension.

(b) *Identification*.—When injected into susceptible animals it stimulates the production of epsilon antitoxin of cl. Welchii, type D.

(c) *Sterility Test*.—Complies with the test for sterility described in the general monograph on "Bacterial Vaccines".

(d) *Safety and Potency Tests*.—At least eight sheep each weighing not less than 18 kg. or twelve rabbits each weighing 1 kg. to 1.5 kg. are used for testing the safety and potency of each brew of the vaccine. Two sheep receive subcutaneously 10 ml. each and the other six sheep receive each 2.5 ml. of the product subcutaneously. The rabbits are given subcutaneously a dose of 5 ml. each. The sheep and rabbits are observed for five days. They should show only a minimum local reaction and no systemic reaction.

The sheep receiving 10 ml. are withdrawn from experiments after five days. Each of the other six sheep is inoculated with a second dose of 2.5 ml. fourteen days after the first injection. The rabbits are inoculated with 5 ml. as a second dose, after one month of the first inoculation. Ten days after the second inoculation the sera of sheep or rabbits are pooled separately. The pooled serum of each group of animal shall contain in each ml. not less than two international units of Cl. welchii epsilon antitoxin which is determined by testing on mice as follows:—

One ml. of the pooled serum is mixed with one ml. of the epsilon toxin of Cl. welchii type D, containing 300 mouse-minimum-lethal doses (mouse m.l.d.) and kept at room temperature for half an hour. At least two mice each weighing not less than 18 g. are each given intravenously 0.2 ml. of the mixture. As control two mice each weighing not less than 18 g. should each receive 0.2 ml. of the toxin containing 300 mouse m.l.d. per ml. diluted with equal volume of normal saline. The control mice should die within 1 to 2 hours while the mice receiving the mixture of serum and toxin should survive for at least two days. Sera containing one International Unit of epsilon antitoxin per ml. will be able to neutralise 150 mouse m.l.d. of epsilon toxin of Cl. welchii, type D.

5. *Labelling and Storage*.—Should comply with the requirements regarding "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines".

6. *Expiry Date*.—The expiry date of potency of the vaccine shall be not more than twelve months from the date of manufacture.

Fowl Cholera Vaccine (Polivalent)

1. *Synonym*.—Pasteurella Septica Vaccine (Avian).

2. *Definition*.—Fowl Cholera Vaccine is a formalised pure broth culture or virulent strains of Pasteurella Septica (Avian).

3. *Preparation*.—The strains are grown separately in nutrient broth for 48 hours at 37°C. The pure growth is killed by the addition of a Solution of Formaldehyde I.P. in a suitable concentration. The cultures are then mixed in equal proportions and the final vaccine is bottled in suitable containers.

4. *Standard*.—(a) *Description*.—It is a light yellow liquid containing dead bacteria in suspension.

(b) *Identification*.—It protects susceptible birds against *P. aviseptica* infection.

(c) *Sterility test*.—Complies with the test for "Sterility" described under the general monograph on "Bacterial Vaccines".

(d) *Safety Test*.—Two healthy young fowls each weighing not less than 400 g. or twelve healthy mice are inoculated subcutaneously each with 1 ml. of the final product. The birds should not show any untoward reaction during the period of observation for seven days.

5. *Labelling and Storage*.—Should comply with the requirements of "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines".

6. *Expiry Date*.—The date of expiry of potency of the Vaccine shall be not more than six months from the date of manufacture.

Hemorrhagic Septicaemia Adjuvant Vaccine

1. *Synonym*.—*Pasteurella Septica* Adjuvant Vaccine.

2. *Definition*.—The vaccine is a homogenous suspension of formalised agar-washed *Pasteurella septica* with liquid paraffin and lano in.

3. *Preparation*.—Pure growth of a highly antigenic strain of *P. Septica* in phase 1 grown on nutrient agar medium containing 0.5 per cent yeast extract is washed with 0.5 per cent formal saline. The pooled suspension is diluted with normal saline to contain approximately 2100 million *P. Septica* organisms per ml. The safety test of this adjusted suspension is conducted on four white mice each weighing not less than 18 g. and observed for three days before it is mixed with liquid paraffin and lanolin in suitable proportion.

The mixture is blended until a homogenous emulsion is obtained which is filled in suitable containers.

4. *Standard*:—

(a) *Description*.—It is a white thick oily liquid containing dead bacteria in suspension.

(b) *Identification*.—It protects susceptible animals against infection with *P. Septica*.

(c) *Sterility Test*.—It complies with the test for "Sterility" described in the general monograph on "Bacterial Vaccines".

(d) *Safety Test*: Six white mice each weighing not less than 18g. are inoculated intraperitoneally each with 0.5 ml. of the vaccine. None of the mice should die of pasteurellosis during the observation period for seven days.

(e) *Potency Test*.—Three susceptible Calves in good condition between the ages of nine months to three years are injected intramuscularly, each with 2 ml. of the vaccine, in the case of animals weighing upto 140 kg. and 3 ml. for heavier ones.

Three weeks later these animals along with two healthy animals of the same type and species are challenged subcutaneously with 18 hours old broth culture of *P. septica* equivalent to at least 50 million mouse minimum infective dose. Both the controls should die of pasteurellosis and atleast two out of the three protected animals should survive the challenge dose for a period of seven days.

5. *Labelling and storage*.—Should comply with the requirements for "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines".

6. *Expiry Date*.—The date of expiry of potency of the vaccine shall not more than twelve months from the date of manufacture.

Haemorrhagic Septicaemia Vaccine (Broth)

1. *Synonym*.—*Pasteurella Septica Vaccine (Broth)*.
2. *Definition*.—Haemorrhagic Septicaemia Vaccine is formalised culture of a virulent strain of *Pasteurella septica* in nutrient broth.
3. *Preparation*.—*P. Septica* culture is grown in nutrient broth at 37°C. The pure growth is killed by the addition of a solution of Formaldehyde I.P. in a suitable concentration.
4. *Standard*:—
 - (a) *Description*.—It is pale yellow liquid containing dead bacteria in suspension.
 - (b) *Identification*.—It protects susceptible animals against infection with *P. Septica*.
 - (c) *Sterility Test*.—Complies with the test for "Sterility" described under the general monograph on "Bacterial Vaccines".
 - (d) *Safety Test*.—Four healthy rabbits each weighing 1 kg. to 1.5 kg. are inoculated subcutaneously each with 5 ml. of the product. There should be no untoward reaction during the period of observation for seven days. Alternately two rabbits and six mice may be employed. The dose for mice will be 0.5 ml.
5. *Labelling and storage*.—Should comply with the requirements of "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines".
6. *Expiry Date*.—The date of expiry of potency of the vaccine shall be not more than six months from the date of manufacture.

Salmonella Abortus Equi Vaccine

1. *Synonym*.—Equine Abortion Vaccine.
2. *Definition*.—Equine Abortion Vaccine is a mixture of equal parts of pure formalised cultures of smooth laboratory strains of *Salmonella abortus equi*.
3. *Preparation*.—The strains are grown separately on plain agar in Roux flasks, for 24–48 hours at 37°C. The pure growth is washed with normal saline solution and the washings are pooled together. The suspension is standardised to contain approximately 600 million *Sal. abortus equi* organisms per ml. using normal saline solution as diluent. The culture is killed by the addition of sufficient quantity of solution of Formaldehyde I.P. in a suitable concentration and the product is kept at 37°C for seven days. Potassium alum is added to give a final concentration of 1 per cent.
4. *Standard*:—
 - (a) *Description*.—It is an opalescent liquid containing dead bacteria in suspension.
 - (b) *Identification*.—It protects susceptible animals against infection with *Sal abortus equi*.
 - (c) *Sterility Test*.—Complies with the tests for sterility prescribed in the general monograph on "Bacterial Vaccines".
 - (d) *Safety Test*.—Six white mice each weighing not less than 18 g. are inoculated intraperitoneally each with 0.5 ml. of the product. None of the mice should die of salmonellosis. The mice are observed for ninety-six hours.
5. *Labelling and storage*.—Should comply with the requirements for "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines".
6. *Expiry Date*.—The date of expiry of potency of the vaccine shall be not more than six months from the date of manufacture.

Streptococcus Equi Vaccine

1. *Synonym*.—Strangles Vaccine.
2. *Definition*.—*Streptococcus equi* Vaccine is a phenolised culture of a number of different isolates of *Streptococcus equi* in glucose serum broth.

3. *Preparation*.—Equal proportions of forty-eight hours old pure cultures of different isolates of *Str. equi* in serum glucose broth are mixed together. The suspension is centrifuged and the deposit is washed with normal saline solution after removing the supernatant. The washed cells are suspended in normal saline and heated in a water bath at 65°C for two hours. Phenol and normal saline are added to give a final concentration 1200 million *Str. equi* organisms per ml. and 0.5 per cent of phenol in the vaccine.

4. *Standard*.—

- (a) *Description*.—It is a slightly opalescent liquid containing dead bacteria in suspension.
 - (b) *Identification*.—It protects susceptible animals against infection with *Str. Equi*.
 - (c) *Sterility Test*.—complies with the test for "Sterility" described in the general monograph on "Bacterial Vaccine". The nutrient broth being replaced by glucose broth.
 - (d) *Safety Test*.—Two ponies and two rabbits each weighing not less than 1 kg. are inoculated each with 10 ml. and 2 ml. respectively of the final product. The animals should not show any untoward reaction during the period of observation of seven days.
5. *Labelling and Storage*—Should comply with the requirements for "Labelling" and "Storage" as laid down in the general monograph on "Bacterial Vaccines".
6. *Expiry Date*.—The date of expiry of potency of the vaccine shall be not more than six months from the date of manufacture.

Old Adjuvant Vaccine Against Pasteurellosis in Sheep and Goats

1. *Synonym*.—Pasteurella Septica Adjuvant Vaccine for ovines and Caprines.

2. *Definition*.—The vaccine is a homogenous suspension of formalised agar-washed Pasteurella septica of one origin with liquid paraffin and lanolin.

3. *Preparation*.—Pure growth of highly antigenic strains (R1, R2, R4) in phase I grown separately on nutrient agar medium containing 0.5 per cent yeast extract is washed with 0.5 per cent Normal saline. Equal quantities of the suspension of three strains diluted with Normal saline to contain approximately 2100 million organisms per ml. is pooled together. The safety test of this adjusted pooled suspension is conducted in four white mice each weighing not less than 18 g. and observed for three days before it is mixed with liquid paraffin and lanolin in suitable proportion.

The mixture is blended until a homogenous emulsion is obtained which is filled in suitable containers.

4. *Standards*.—

- (a) *Description*.—It is a white thick oily liquid containing dead bacteria in suspension.
- (b) *Identification*.—It protects susceptible animals against infection with *P. Septica*.
- (c) *Sterility Test*.—Complies with the test for "sterility" described in the general monograph on "Bacterial vaccines".
- (d) *Safety Test*.—Six white mice each weighing not less than 18 g. are inoculated intraperitoneally each with 0.5 ml. of the vaccine. None of the mice should die of Pasteurellosis during the observation period of seven days.

The vaccine is also inoculated into six sheep and six goats in a dose of 3 ml. each intramuscularly and are observed for a period of seven days. During this period none should die of Pasteurellosis.

(e) *Potency Test*.—Not being done at present.

5. *Labelling and storage*.—Should comply with the requirements regarding "Labelling and storage" as laid down in the general monograph on "Bacterial Vaccines".

6. *Expiry Date*.—The expiry date of Potency of the Vaccine shall be not more than twelve months from the date of manufacture.

(B) Provision Applicable to the Production of Viral Vaccines

1. *Definition*.—(i) This part of the Schedule applies to viral vaccines live or inactivated made from any virus pathogenic to domestic animals and poultry and made from other modified viruses which have any antigenic value.

(ii) For the purpose of this part of the Schedule, a virus vaccine means a sterile suspension or a freeze dried powder containing the modified living or inactivated virus particles, which, in its original unaltered stage, causes disease from which the vaccine derives its name and which has been prepared from the blood or tissues of a suitable host in which it has been grown *in vivo* or from tissue culture.

2. *Staff of Establishment*.—The establishment in which viral vaccines are prepared, must be under the direction and control of an expert in bacteriology with specialised training in virology and sufficient experience in the production of viral vaccines, and he shall be assisted by a staff adequate for carrying out the tests required during the preparation and standardisation of the vaccines.

3. *Proper name*.—The proper name of any viral vaccine shall be the name of the disease which is caused by the particular virus from which the vaccine is produced followed by the word "vaccine" unless the Schedule otherwise provides, if there is no special provision in the Schedule such other name as is approved by the licensing authority; Provided that in the case of the undermentioned preparations the proper name of the vaccine shall be as follows:—

- (i) Fowl Pox Vaccine Chick Embryo Virus (Living).
- (ii) Fowl Pox Vaccine, Pigeon Pox Virus (Living).
- (iii) Horse Sickness Vaccine (Living).
- (iv) Ranikhet Disease Vaccine (Living).
- (v) Ranikhet Disease Vaccine F Strain (Living).
- (vi) Rinderpest Goat Adapted Tissue Vaccine (Living).
- (vii) Rinderpest Lapinised Vaccine (Living).
- (viii) Rinderpest Lapinised Avianised Vaccine (Living).
- (ix) Sheep and Goat Pox Vaccine (Living).
- (x) Swine fever vaccine (crystal violet).
- (xi) Swine fever vaccine lapinised (Living).

4. *Records*.—Viruses used in the preparation of vaccine must, before being used for preparing a batch, be thoroughly tested for purity, safety, sterility and antigenicity by the generally accepted tests applicable to the particular virus. The permanent records which the licensee is required to keep shall include a record of the origin, properties and characteristics of the seed virus from which the vaccines are made.

5. *Tests*.—Viral vaccine shall be tested for sterility, safety and potency on suitable test animals and for viability in the case of live vaccines.

(a) *Sterility Test*.—All vaccines shall be tested for sterility in accordance with rules 115 to 119. If the vaccine contains added bactericides or bacteriostatic, a quantity of medium sufficient to render the growth inhibitor ineffective is added to the sample or a suitable substance is added in concentration sufficient to render the growth inhibitor ineffective but to inhibit the growth of microorganism.

(b) *Safety Test*.—Suitable laboratory animals or large animals or birds may be employed to test the vaccine for safety. Details of safety test are given in the individual monograph.

(c) *Potency Test*.—All virus vaccines for which potency test has been prescribed shall be tested for potency and only those which pass the potency test shall be issued. Details of potency test are given in the individual monograph.

6. *Storage*.—Live viral vaccines shall be stored, protected from light at sub-zero temperature as required. Other viral vaccines shall be stored at 2°C to 4°C but shall not be frozen.

7. *Condition of housing of animals* (i).—The animals used in the production of vaccine must be housed in hygienic conditions in premises satisfactory for this purpose.

(ii) Only healthy animals may be used in the production of vaccine. Each animal intended to be used as a source of vaccine must, before being passed for the production of vaccine be subjected to a period of observation in quarantine for at least seven days. During the period of Quarantine the animal must remain free from any sign of disease and must be well kept.

8. *Labelling*.—The provisions of "labelling" as laid down for Bacterial Vaccines shall also apply to Viral Vaccines. The following additional information shall also be included on the label of the outside container.

(i) The name and percentage of bacteriostatic agent contained in the vaccine.

(ii) If the vaccine as issued for sale contains any substance other than the diluent, the nature and strength of such substance.

9. *Date of Manufacture*.—For the purpose of this part of the Schedule, the date of manufacture shall be what is given unless otherwise stated in the individual monograph, as defined in subclause (b) of sub-rule (3) of rule 109.

Fowl Pox Vaccine, Chick-Embryo Virus (Living)

1. *Synonym*.—Egg-adapted Fowl Pox Vaccine (Living).

2. *Definition*.—Fowl-pox vaccine, Chick-Embryo Virus (e. g. Mukteswar strain) prepared from the chorioallantoic membrane (CAM) of the infested embryo and is either freeze dried or is issued as glycerinated liquid vaccine.

3. *Preparation*.—Active chick-embryos obtained from *Salmonella pullorum* free flock, are used. Twelve to thirteen day old embryos are injected membrane (stock seed virus). The suspension of the stock seed virus is dropped on the CAM. After an incubation at 37°C for a suitable period membranes showing discrete or confluent lesions (pocks) are harvested. These are homogenised with adequate quantity of antibiotics (penicillin and streptomycin) ampouled in 0.5 ml. quantities and freeze dried.

4. *Standard*.—

(a) *Description*.—Light mauve coloured scales.

(b) *Identification*.—When reconstituted vaccine is applied to sacrificed area of the skin of a fowl it produces characteristic lesions of fowl pox. This product should afford protection against fowl pox.

(c) *Moisture Content*.—Moisture Content in the finished product should not exceed 1.0 per cent.

(d) *Safety Test*.—For testing each batch of fowl pox vaccine twelve healthy cockerels, or other suitable young chicken each weighing not less than 400 g. from the same source are taken. This group of twelve birds is immunized at least twenty-one days previous to the test, with fowl pox vaccine. The vaccine under test is reconstituted in 5 ml. of 50 per cent glycerine saline and administered to fowls as follows:—

Three of the test birds are injected subcutaneously with 0.3 ml. or 10 times the field doses of the vaccine under test. This group serves to indicate whether the product is free from other viruses and bacteria causing septicaemia or not.

Three of the test birds are injected intratracheally with 0.3 ml. or 10 times the field dose of vaccine under test. This group serves to indicate whether the product is free from the virus of infectious laryngotracheitis and similar diseases.

Three of the test birds are injected intranasally with 0.2 ml. of the vaccine under test. This group serves to indicate whether the product is free from the virus of Coryza and similar disease.

The three remaining birds serve as controls. They are isolated and kept under observation for twenty-one days. The birds that succumb during the period of twenty-one days are subjected to a careful post-mortem examination. The product is withheld from issue until the vaccine and the test birds are shown to be free from the causative agents of any extraneous disease.

(e) *Sterility Test*.—Complies with the tests for sterility described under the general monograph on "viral vaccines".

(f) *Potency Test*.—For testing of potency three unsceptible birds each weighing not less than 400 g. are vaccinated using the field dose by the stick

method and examined for "takes". Three weeks after vaccination these birds along with two unvaccinated controls are exposed to challenged virus and observed for fourteen days. The vaccinated birds should not manifest any reaction, while the controls should show active "takes".

5. *Labelling*.—Should comply with the requirement for 'Labelling' as laid down in the general monograph on 'Viral Vaccines'.

6. *Storage and Expiry date*.—Freeze dried vaccine shall be expected to retain its potency for periods at temperatures as specified below:—

—15°C to —20°C—Twenty four months

2°C to 4°C—Twelve months.

Room temperature—upto one month.

The liquid vaccine shall be expected to retain its potency for periods and temperatures as specified below:—

2°C to 4°C—six months.

Room temperature—seven days.

Fowl Pox Vaccine, Pigeon-Pox Virus (Living)

1. *Synonym*.—Fowl-Pox Vaccine (pigeon pox scab).

2. *Definition*.—Fowl-pox vaccine, pigeon-pox virus (living) consists of pigeon pox virus in scabs collected from artificially infected pigeons and dried.

3. *Preparation*.—Healthy pigeons are scarified on the legs and breast, with a suitable dilution of the suspension of pigeon-pox virus. The pigeons reacting satisfactorily and showing good takes are selected and the superficial skin layer scraped by means of sharp scalpel. The material so collected is freed from feathers homogenised and dried or freeze dried. The dried pulp is powdered, sieved and ampouled in 0.3 g. quantities and sealed.

4. *Standard*:—

(a) *Description*.—Light cream coloured powder.

(b) *Identification*.—When applied to feather follicles by vigorous rubbing, it produces mild reaction in fowls. The product should afford protection to fowls upto six weeks against fowl pox.

(c) *Safety Test*.—For testing a batch of vaccine, twelve healthy cockerels, or other suitable young chicken from the same source are made available at the same time. This group of twelve birds is immunised at least twenty-one days previous to the test with fowl pox vaccine. The vaccine under test is reconstituted in 10 ml. of 50 per cent glycerine saline and administered to fowls as follows:—

Three of the test birds are injected subcutaneously with 0.3 ml. or 10 times the field of the vaccine to be tested. This group serves to indicate whether the product is free from the virus of infectious laryngotracheitis and similar diseases.

Three of the test birds are injected intranasally with 0.2 ml. of the vaccine to be tested. This group serves to indicate whether the product is free from virus of Goryza and similar diseases.

The three remaining birds serve as controls. All the birds under test are isolated and held under observation for twenty-one days. All those that succumb are subjected to careful postmortem examination. The product is withheld from issue until the vaccine and test birds are shown to be free from the causative agents of any extraneous disease.

(d) *Sterility Test*.—Complies with the tests for sterility described under the general monograph on "Viral Vaccines".

(e) *Potency Test*.—For testing the potency of a batch of vaccines three susceptible birds each weighing not less than 400 g. are vaccinated using the field dose by the follicular method and examined for 'takes'. Three weeks after vaccination these birds and two healthy susceptible controls are exposed to challenge virus and are observed for fourteen days. The vaccinated birds shall manifest no reaction, while the controls must have active "takes".

5 *Labelling*.—Should comply with the requirements of 'labelling' as laid down in the general monograph on 'Viral Vaccines'.

6. *Storage and Expiry date*.—The vaccine shall be expected to retain its potency for periods at temperatures as specified below:—

—15°C to —20°C—two years.

2°C to 4°C—twelve months.

Room temperature—Upto one month.

Fowl Pox Vaccine—Pigeon Pox Chick Embryos virus (Living).

1. *Synonym*.—Chick embryo adapted pigeon pox vaccine (living).

2. *Definition*.—Fowl pox vaccine (Pigeon Pox virus) chick embryo adapted virus (living) is a suspension of a modified living virus prepared from the chnacallantric membranes of the infested embryos and is freeze dried.

3. *Preparation*.—Active chick embryos obtained from *Salmonella Pullorum* free stock are used. Twelve to thirteen days old embryos are injected with a suitable dilution of the suspension of the infected membrane (stock seed virus) of chick embryo adapted pigeon pox virus. The suspension of the stock seed virus is dropped on the membrane. The inoculated eggs are incubated at 37°C for four days. One of the fourth day embryos that are living, are removed to a refrigerator for chilling for about one hour. Membranes showing discrete lesions (pocks) are harvested. These are homogenised with adequate quantities of antibiotics, ampouled in 0.5 ml. quantities and freeze dried.

4. *Standard*:—

(a) *Description*.—Light mauve coloured scales.

(b) *Identification*.—When reconstituted vaccine is applied to scarified area of the skin of a fowl, it produces characteristic lesions of Fowl Pox. This product should afford protection against pox.

(c) *Moisture content*.—Moisture content in the finished product should not exceed 1.0 per cent.

(d) *Safety Test*.—For testing each batch of chicks aged four to six weeks from the same source are taken. This group of twelve birds is immunized at least twenty-one days previous to the test, with fowl pox vaccine. The vaccine under test is reconstituted in 3 ml. of normal saline solution and administered as under:—

Three of the test chicks are injected subcutaneously with 0.3 ml. or 10 times the field dose of the vaccine under test. This group serves to indicate whether the product is free from other viruses and bacteria causing of septicaemia or not.

Three of the test chicks are injected intratracheally with 0.3 ml. or ten times the field dose. This group serves to indicate whether the product is free from the other viruses of infections laryngeotracheitis and similar diseases.

Three of the test chicks are injected with 0.2 ml. 1/N of the vaccine under test. This group serves to indicate whether the product is free from the virus of coryza and similar diseases.

For remaining three chicks serve as controls. They are isolated and kept under observation for twenty-one days. The birds that succumb during the period of observation are subjected to careful postmortem examination. The product is withheld from issue until the vaccine and the test birds are shown to be free from the causative agents of any extraneous disease.

In addition to the above, similar groups of pigeons aged six to nine months old are also injected in a similar way to eliminate psittacosis.

(e) *Sterility test*.—Should comply with the tests for sterility described under the general monograph on 'Viral Vaccine'.

(f) *Potency test*.—For testing potency of a batch of vaccine, three susceptible chicks of three to four weeks of age are vaccinated by feather follicle method (a few follicles on one leg are injected) and these are examined for 'takes'. Three weeks after vaccination these chicks along with two unvaccinated chicks are exposed to challenge virus (virulent

towl pox virus) and observed for fourteen days. The vaccinated chicks should not manifest any reaction while controls should show active 'takes'.

5. *Labelling*.—Should Comply with the requirements for 'Labelling' as laid down in the general monograph on 'Viral Vaccines'.

6. *Storage*.—The freeze dried product is expected to retain its potency for periods and temperature as specified below:—

—15°C to —20°C two years

3°C to 4°C twelve months.

Room temperature upto one month.

Sheep Pox Vaccine (Living)

1. *Synonym*.—Sheep Pox vaccine; Goat Pox vaccine.

2. *Definition*.—Sheep pox vaccine consists of Sheep pox virus collected from Sheep artificially injected with sheep pox virus and freeze dried.

3. *Preparation*.—Health yearling sheep are infected artificially by subcutaneous injection on the undersurface of the previously shaved abdomen with 200–300 cc. of the freeze dried sheep pox virus (seed material diluted in 1:1 Normal saline solution on the sixth or seventh day after injection cedematous swelling develops in the injected area with thermal reaction. The sheep which develop good swelling are slaughtered and the gelatinous material present under the skin in the infected area is collected under sterile conditions. This material is mixed with 2 parts by volume of sterile peptone broth of pH 7.2 and homogenised. The homogenised suspension is filtered, ampouled in 0.5 ml. quantities and freeze dried

4. *Standard*: (a) *Description*.—While scales.

(b) *Identification*.—Reconstituted vaccine when applied over the scarified area of the skin of the abdominal region of sheep will produce characteristic local lesion of pox.

(c) *Moisture content*.—The moisture content should not exceed 1.0 per cent.

(d) *Safety test*.—Two rabbits each weighing not less than 1 kg. are injected subcutaneously each with 1 ml. of 1:100 dilution of the vaccine in normal saline solution. These animals are observed for fourteen days. The animals should remain normal.

(e) *Sterility Test*.—Complies with the tests for sterility described under the general monograph on 'Viral Vaccines'.

(f) *Potency test*.—Four yearling sheep are vaccinated on the inner surface of the ear by scarification method. The contents of one ampoule of F.D. Sheep Pox vaccine are constituted in 10 c.c. of 50 per cent glycerine saline solution, characteristic takes develop in the scarified area with ulceration and scab formation. Three weeks later these and two more susceptible sheep (Controls) are challenged by scarifying with a suspension of previous braw of the vaccine of the undersurface of the abdomen. The controls should develop typical lesions of pox and the vaccinated should remain normal.

5. *Labelling*.—Should comply with the requirements of 'Labelling' as laid down in the general monograph on "Viral Vaccine".

6. *Storage and expiry date*.—The vaccine is expected to retain potency for period and temperature as specified below:—

—15°C to —20°C two years

2°C to 4°C three months

Room temperature fifteen days.

Horse Sickness Vaccine (Living)

1. *Synonym*.—African Horse Sickness Vaccine; Mouse adapted Polyvalent Horse Sickness Vaccine (Living).

2. *Definition*.—Horse sickness vaccine is a suspension of live mouse adapted strains of Horse Sickness Virus (Onderstepoort) prepared from the brains of infected mice and is freeze dried.

3. *Preparation*.—Thirty to thirty-five day-old white mice are infected intracerebrally with 0.05 ml. of a suitable dilution of the seed virus (6 or 7 types, as the case may be). Groups of large numbers of mice are injected separately with each type of the virus and are housed at 27°C to 32°C. A majority of these become paralytic on the third and fourth day when they are scarified and their brains collected and stored at -15°C to -20°C till the day of processing. For preparing the polyvalent vaccine, equal number of brains collected from mice infected with different types of the virus are homogenised with 5–10 times its volume of sterile lactose buffer medium (ph 7.2) containing antibiotics. The suspension is centrifuged at 1500 r.p.m. for five minutes. The supernatant liquid is distributed in ampoules in suitable quantities and freeze dried.

4. *Standard*:—(a) *Description*.—While scaly material.

(b) *Identification*.—This product affords protection to horse against horse sickness.

(c) *Safety Test*.—Four healthy mice thirty to thirty-five days old are injected intra peritoneally with 0.2 ml. of 10:1 dilution of the vaccine and kept under observation for ten days. All the mice should remain normal throughout the period of observation.

(d) *Sterility test*.—Should comply with the test for sterility described under the general monograph on "Viral Vaccines".

(e) *Viability Test*.—Each batch of vaccine is titrated in tenfold dilutions using four mice of thirty to thirty-five days old for each dilution. Each mouse is injected intracerebrally with 0.05 ml. and kept under observation for ten days. Mortality and survival ratios are noted and LD is determined. The minimum acceptable titre is 10-4 LD 60 per 0.05 ml.

5. *Labelling*.—Should comply with the requirements of "labelling" as laid down in the general monograph in "Viral Vaccines".

6. *Storage*.—The vaccine may be expected to retain its potency for twelve months if stored at -15°C to -20°C and six months if stored in refrigerator at 2°C to 4°C.

Rabies Vaccine (Inactivated)

1. *Synonym*.—Antirabic Vaccine (Inactivated).

2. *Definition*.—Rabies vaccine is a suspension of the brain tissue of animals, that have been infected with a suitable strain of rabies fixed virus, inactivated with phenol or some other suitable agent.

3. The following particulars relating to this vaccine are the same as those relating to Antirabic Vaccine described in Part D of Schedule F to these rules, namely:—

- (i) Strain of fixed Rabies Virus to be used;
- (ii) Staff of Establishment;
- (iii) Condition and housing of animals;
- (iv) Precaution to be observed in preparation;
- (v) Records;
- (vi) Issue.

4. *Preparation*.—Healthy sheep or any other suitable species of normal are inoculated subcutaneously or intracerebrally with an appropriate dose of suspension of a suitable strain of rabbit brain passaged rabies fixed virus. The sheep or animals which get paralysed from the sixth day onwards after the inoculation are sacrificed and their brains collected aseptically. Brain tissue is weighed individually and a suspension of suitable concentration of brain tissue prepared in buffered saline is strained through gauze. The suspension treated with phenol or some other suitable inactivating agent is incubated for an appropriate period.

5. *Standard*: (a) *Description*.—A grey to pale yellow opalescent suspension.

(b) *Identification*.—Appropriate doses protect mice against subsequent intracerebral inoculation with suitable strain of fixed rabies virus.

(c) *Safety test*.—Not less than five mice each weighing at least 18 gms, are inoculated intracerebrally with not less than 0.03 ml. of the suitably diluted vaccine. None of the animals should show symptoms of rabies or die of the disease during period of observation of three weeks.

(d) *Sterility Test*.—Should comply with the test for sterility described under the general monograph on "viral vaccine".

6. *Labelling*.—Should comply with the requirements of labelling as laid down in the general monograph on "viral vaccines". In addition the label on the container shall indicate the percentage of brain tissue present in the vaccine.

7. *Storage*.—The vaccine may be expected to retain its potency for about six months if stored in refrigerator at 2°C to 4°C.

Rabies Vaccine (Living)

1. *Definition*.—Rabies vaccine (living) is a freeze dried suspension of chick-embryo tissue infected with a suitable attenuated strain of rabies virus.

2. *Preparation*.—It may be prepared by the following method. Seed virus consisting of a suspension of the Flury or other suitable strain of Chick adapted virus that has been maintained by passage in chick embryos is injected in to the yolk sacs of fertile eggs incubated for a suitable period. After incubation for a further ten days, the embryos are harvested and ground in water for injection to give 33 per cent suspension. The suspension is centrifuged to remove coarse particles and the supernatant fluid is distributed into ampoules in 3 millilitre quantities, and freeze-dried. The vaccine is reconstituted immediately before use by adding 3 millilitres of water for injection to the contents of an ampoule.

3. *Standard*.—It complies with the requirements of general standard of viral vaccines for abnormal toxicity, sterility, and labelling, with the following additions.

(a) *Description*.—Dry honey-coloured flakes or powder, readily dispersible in water.

(b) *Identification*.—It protects guinea pig against a subsequent inoculation of rabies street virus. It is distinguished from the inactivated Rabies vaccine by its ability to produce rabies encephalitic on intracerebral injection into mice.

(c) *Safety*.—The guinea-pigs used in the test for potency should not show any marked local or systemic reaction during the three weeks following injection with the vaccine.

(d) *Sterility Test*.—Complies with the tests for sterility described under the general Monograph on 'Viral Vaccines'.

(e) *Potency Test*.—The contents of an ampoule are dispersed in water for injection to give a 5 per cent suspension and not fewer than twenty guinea pigs, drawn from a uniform stock and each weighing 350 g. to 500 g., are each injected intramuscularly with 0.25 ml. of this suspension. Three weeks later, these guinea pigs and an equal number of similar unvaccinated control guinea-pigs are each inoculated with 0.1 ml. of a suitable dilution of canine salivary gland suspension of street virus which is maintained as a 20 per cent suspension at 70°C or lower. The guinea pigs are observed for thirty days; not less than 80 per cent of the control guinea pigs die of rabies and not less than 70 per cent, or the vaccinated guinea pigs are protected.

4. *Storage*.—Freeze-dried vaccine at room temperatures and at refrigerator of 2°C to 4°C.

5. *Labelling*.—The life of the vaccine at room temperature and at refrigeration temperature should be stated on the label.

6. (a) *Action and uses*.—Rabies vaccine (living) is used for the prophylactic inoculation of dogs against rabies; one injection should provoke a serviceable immunity lasting for at least a year. The vaccine has been used to a limited extent on cattle.

6. (b) *Dose*.—By intramuscular injection: Dogs, the contents of one ampoule reconstituted in 3 ml. of water for injection; cattle five times the dog dose.

Ranikhet Disease Vaccine (Living)

1. **Synonym:**—New castle Disease Vaccine (Living); phemoenteritides Vaccine (Living).

2. **Definition:**—Ranikhet Disease vaccine is a suspension of a modified living e.g. (Mukteswar Strain) prepared from infected embryos and fluids and is freeze dried.

3. **Preparation:**—Good fertile eggs obtained from *Calmonella pullorum* free flock are incubated in an egg incubator. Ten days old vigorous embryos are infected with 0.1 ml. of a suitable dilution of a suspension of the virus. Inoculation is done in the allantoic cavity. Embryos are incubated at suitable temperature, eggs showing dead embryos twenty-four hours after incubation are discarded. After fortyeight hours incubation, the eggs are candled and those showing dead embryos are chilled for a suitable period of time while embryos alive beyond fortyeight hours are discarded. The fluids and embryos are then collected and spot haemogglutination carried out. The material is homogenised in a blender and ampouled in aliquots of 0.5 ml. quantities and freeze dried.

4. **Standard:** (a) *Description.*—Light brown scales.

(b) *Identification.*—This product affords protection to fowls against Ranikhet Disease.

(c) *Safety Test.*—For testing each batch of freeze dried Ranikhet Disease Vaccine, twelve healthy young chickens, all from the same source each weighing not less than 400 g. are taken and immunised against Ranikhet Disease. Fourteen days later, these birds, are tested as follows with the contents of one ampoule suspended in 100 ml. of normal saline.

Three of the test birds are injected subcutaneously with 0.4 ml. equivalent to ten times the field dose of the vaccine to be tested. This group serves to indicate whether the product is free from viruses or organisms of septicæmia discase.

Three of the test birds are injected intratracheally with 0.1 ml. equivalent to ten times the field dose of the vaccine to be tested. This group serves to indicate whether the product is free from the virus of infections larnogotracheitis, Coryza and similar diseases.

The three remaining birds serve as controls.

All the treated birds and controls are observed daily for fourteen days. All the test birds that succumb are subjected to careful postmortem examination. The product is not issued until the birds under test are shown to be free from the causative agents of any extraneous diseases.

(e) *Sterility Test.*—Should comply with the test for sterility described in the general monograph on "Viral Vaccine".

(f) *Potency Test.*—Four susceptible birds eight to twelve weeks old and each weighing not less than 400 g. are vaccinated by injecting subcutaneously 1 ml. of a 10—6 dilution of the product. Two weeks after vaccination these birds and four non-protected birds are challenged by injecting subcutaneously each with 1.0 ml. of a 1:100 dilution of virulent virus (liver and spleen suspension) or 1.0 ml. of a 1:100 dilution of fluid from the embryo infected with virulent Ranikhet Disease Virus. The non-protected birds should show symptoms of Ranikhet Disease and die and all the protected birds should remain normal during an observation period of fourteen days.

5. **Labelling.**—Should comply with the requirement of "Labelling" as laid down in the general monograph on "Viral Vaccines".

6. **Storage.**—The vaccine when stored at -15°C to -20°C may be expected to retain the potency for about one year and about three months if stored in a refrigerator at 2°C to 4°C . The product should not be used if stored for more than ten days out side the refrigerator.

Ranikhet Disease Vaccine F Strain (Living)

1. **Synonyms.**—Newcastle disease vaccine F strain (living).

2. **Definition.**—Ranikhet disease vaccine F. strain is a suspension of a naturally modified living virus (F. strain) prepared from the infected embryos, devoid of beaks and eyes and fluids in freeze state.

3 *Preparation*.—Good fertile eggs obtained from salmonella Fullorum free flock are incubated in an egg incubator. Eight days vigorous embryos are infected with 0.1 ml. of 1:100 suspension of Ranikhet Disease vaccine F strain virus. Inoculation is done *via* the allantoic cavity. Embryos are incubated at 37°C. Eggs are candled every day upto four days and the dead ones are discarded. Final candling of the embryos is carried out on the fourth day and only the living ones are chilled in a refrigerator for one hour. The fluids embryos are collected separately. The fluids are tested for spot haemagglutination and sterility test is carried. The beaks and eyes balls of the embryos are removed. The materials are homogenised with adequate quantities of anti-biotics in a cool warning blender and ampouled in aliquots of 0.5 ml quantity and freeze dried.

4. *Standard*: (a) *Description*.—Light brown scales.

(b) *Identification*.—This product affords—protection to baby chicks against ranikhet disease

(c) *Moisture content*.—The moisture content should not exceed 0.1 per cent.

(d) *Potency Test*.—For testing each batch of the vaccine twelve one-day-old chicks are given two drops 1/N of the field dose of the vaccine (5 ampoules selected at random may be reconstituted in 50 ml.) of cold normal saline solution. These are observed for fourteen days and the vaccinated chicks should remain normal throughout the period of observation. This serves the safety test also.

On the fourteenth day the vaccinated chicks are challenged two drops with 1:50 virulent Ranikhet Disease virus alongwith 8 control chicks. Four of the controls received two drops 1/N of the virulent virus while the rest of the four receive 0.5 ml. of the virulent virus. The control should succumb to the challenge virus showing symptoms of Ranikhet Disease while the protected chicks should remain normal throughout the observation period of fourteen days.

(e) *Sterility test*.—Should comply with the tests for sterility described in the general monograph on "Viral Vaccines".

5. *Labelling*.—Should comply with the requirements of "labelling" as laid down in the general monograph on "Viral Vaccines".

6. *Storage*.—The vaccine when stored at -15°C to -20°C may be expected to retain the potency for about one year and about three months if stored in a refrigerator at 2°C to 4°C . When removed from the refrigerator, the product should not be used later than ten days.

Rinderpest Goat Adapted Tissue Vaccine (Living)

1. *Synonym*.—Goat-adapted Cattle Plague Vaccine; Goat Tissue Vaccine (Living).

2. *Definition*.—Rinderpest Goat-adapted Tissue Vaccine is the homogenised freeze dried preparation of spleen pulp of goats artificially infected with the suitable strain of rinderpest virus.

3. *Preparation*.—Healthy susceptible goats are quarantined for a period of ten days. After this period a batch of selected goats are injected subcutaneously with 2 ml. of a suitable dilution of the suspension of the seed virus. The donor goats are scarified after a suitable period when the titre of the virus in the animal body is expected to be maximum; usually four days and the spleen from animals free from any pathological change or signs are collected under sterile conditions. Smear from each spleen is examined microscopically to exclude spleens which are contaminated from the production batch.

The spleen is freed from fat and fascia and is blended into a smooth pulp in a grinder. The pulp is spread on a shallow dish of glass or stainless steel and is freeze dried.

The freeze dried pulp is then ground into a fine powder and sieved. The powder is ampouled in 0.25 g. or 0.125 g. quantities and freeze dried.

4. *Standard*: (a) *Description*.—Dark brown or chocolate coloured scales or powder.

(b) *Identification*.—The product affords protection to susceptible animals against rinderpest.

(c) *Moisture Content*.—Not more than 1.0 per cent.

(d) *Safety Test*.—Each batch of vaccine shall be tested for safety in laboratory animals and cattle or buffalo calves as follows:—

(i) *Small animals*.—At least two guinea-pigs each weighing 300 g. to 450 g. and two adult rabbits each weighing 1 kg. to 1.5 kg. should be injected each with 1 ml. of 1:100 suspension of the vaccine subcutaneously and kept under observation for seven days. None of the animals should die. Alternatively, a batch of six white mice each weighing not less than 18 g. may be used, each mouse receiving 0.5 ml. of a dilution 1:100 suspension subcutaneously. None of the animals should die.

(ii) *Large animals*.—Either cattle of good grade of susceptibility (hill cattle) or buffalo calves may be employed. For each batch of vaccine, three animals should be injected subcutaneously with 1 ml. of 1:8000 dilution of the vaccine. These animals should be kept under observation for twelve to fourteen days. None of the animals should show any untoward reactions.

(e) *Sterility Test*.—Complies with the tests for sterility described under the general monograph on 'Viral Vaccines'.

(f) *Potency Test*.—The animals receiving 1 ml. 1:8000 dilution of vaccine used under safety test mentioned above and kept under observation for fourteen days, should be challenged with 1 ml. of 1 per cent suspension of stock Rinderpest Virulent virus. None of the animals should die of rinderpest within a period of ten days. This test serves as a short potency test for each of the batches.

For conducting a detailed potency test the following procedure may be followed:—

Dilution 1:8000, 1:12,000 and 1:16,000 shall be tested and for each dilution three susceptible cattle or buffalo calves should be used. Each animal is inoculated subcutaneously with 1 ml. of a dilution of the vaccine, followed twelve to fourteen days later with a standard challenge dose of virulent rinderpest bull virus containing in 1 ml. of a 1:100 suspension of spleen tissue. Two unvaccinated bovines, each receiving the same quantity of the challenge dose act as controls. These are kept under observation for fourteen days. The end point of protection titre is assessed on the death or survival rate and the dose contained in one gramme of vaccine calculated on the basis of 20 to 40 minimum protective doses being equivalent to one vaccinating dose.

(g) *Virulence and viability Test*.—Two to four goats each weighing not less than 18 kg. are injected with 2 ml. of 1:100 suspension of the vaccine and kept under observation for ten days. These animals should show reaction characterised by pyrexia (rise of about 2°C) anorxia and dullness.

5. *Labelling*.—Should comply with the requirement of "Labelling" as laid down in the general monograph on "Viral Vaccines".

6. *Storage*.—The vaccine may be expected to retain its potency for twelve months if stored at -15°C to -20°C or about three months if stored at 2°C to 4°C .

Rinderpest Lapinised Vaccine (Living)

1. *Synonym*.—Rabbit Adapted Cattle Plague Vaccine (Living); Lapinised Vaccine (Living).

2. *Definition*.—Rinderpest Lapinised Vaccine is a suspension of a modified living virus (e.g. Nakamura III Strain) prepared with the blood, spleen and mesenteric lymph glands of infected rabbits and is freeze dried.

3. *Preparation*.—Adult rabbits possibly from a known stock, each weighing not less than 1 kg. free from coccidiosis and snuffles, are injected intravenously with 1 ml. of a suitable dilution of a suspension of the stock, seed virus. Donor rabbits are sacrificed after a suitable period when the titre of the virus in the animals is expected to be the maximum usually the third day.

Ten millilitres of blood is collected from each rabbit in a defibrinating flask under aseptic conditions. Later the animals are sacrificed and the spleen and mesenteric lymph glands collected. Each rabbit is subjected to a thorough post-mortem examination to observe lesions of rinderpest infection.

After harvesting, the blood and the organs (spleen and glands) are homogenised in a suitable proportion if necessary. Adequate quantities of penicillin and

streptomycin may be added. The homogenised material is ampouled in suitable quantities and freeze dried.

4. **Standard:** (a) *Description*.—Dark chocolate coloured mass.

(b) *Identification*.—This product affords protection to susceptible animals against rinderpest.

(c) *Moisture content*.—Not more than 1.0 per cent.

(d) *Safety Test*.—For testing a batch 2 guinea pigs each weighing not less than 300 g. are injected subcutaneously with 1 ml. of a 1:100 suspension, of the vaccine. Alternatively, a group of six white mice each weighing not less than 18 g. is used. Each animal is inoculated subcutaneously with 1 ml. of a dilution of the vaccine. None of the test animals should die within a period of seven days.

(e) *Sterility Test*.—Should comply with the tests for sterility described in the general monograph on 'Viral Vaccines'. If antibiotics have been added the inoculum should be neutralised before doing the test.

(f) *Potency Test*.—Dilutions 1:100, 1:200, 1:400 and 1:800 shall be tested and for each dilution 2 susceptible cattle (hill bulls) or buffalo calves should be used. Each animal is inoculated subcutaneously with 1 ml. of a dilution of the vaccine, followed twenty-one days later with a standard challenge dose of a virulent rinderpest bull virus contained in 1 ml. of a 1:100 suspension of spleen tissue super. Two unvaccinated bovines; each receiving the same quantity of the challenge virus serve as controls. These animals are kept under observation for fourteen days. The end point of the protecting titre is assessed on the death or survival rate and the dose contained in one gramme of vaccine calculated on the basis of twenty minimum protective doses being equivalent to one vaccinating dose.

(g) *Virulence and Viability Tests*.—Four rabbits each weighing 1 to 1.5 kg. are injected subcutaneously with 1 ml. of 1:100 suspension of the vaccine. The animals should react typically showing all the symptoms of rinderpest in rabbits.

5. *Labelling*.—Should comply with the requirement of Labelling as laid down in the general monograph on 'Viral Vaccines'.

6. *Storage*.—The vaccine may be expected to retain its potency for six months if stored at -15°C to -20°C or about a month if stored at $+^{\circ}\text{C}$ to 4°C .

Rinderpest Lapinised Avianised Vaccine (Living)

1. *Synonym*.—Lapinised Avianised Vaccine (Living).

2. *Definition*.—Rinderpest lapinised Avianised Vaccine is a suspension of a modified live rinderpest virus of low virulence prepared either with the whole chick embryo or the viscera of the infected chick embryo.

3. *Preparation*.—Twelve or thirteen day old active chick embryos from a flock free from *Salmonella pullorum* infection are injected intravenously with a suitable dilution of the suspension of the stock seed virus in six per cent glucose solution. The embryos are incubated at 38.5°C for five days. At the end of this incubation period, eggs which show living embryos are selected for the preparation of the vaccine. The viscera of the chicks are harvested, care being taken to reject the gizzard and gall bladders. The material is homogenised in a blender with adequate quantities of antibiotics (penicillin and streptomycin added if necessary), and primary freeze dried done. This freeze dried material is ground into a fine powder, ampouled in suitable quantities and finally subjected to secondary freeze drying and sealed under vacuum.

4. **Standard.**—(a) *Description*.—Pale cream or yellow coloured sterile powder.

(b) *Identification*.—This product affords good grade of immunity to susceptible animals against rinderpest.

(c) *Moisture Content*.—Not more than 1.0 per cent.

(d) *Safety Test*.—For testing each batch, a group of six mice each weighing not less than 18 g. is used. Each mouse is injected subcutaneously with 0.5 ml. of a 1:100 suspension. Alternatively, two guinea pigs each weighing not less than 300 g. and two rabbits each weighing not less than 1 kg. are injected with 1 ml. of 1:100 suspension subcutaneously. These animals should not show any untoward reaction during the period of observation for seven days.

(e) *Sterility Test*.—Should comply with the test for sterility as laid down in the general monograph on 'Viral Vaccines'.

(f) *Potency Test*.—Healthy highly susceptible cattle (hill bulls) or buffalo calves should be used for testing the potency of each batch of vaccine in suitable

dilution. For each dilution two highly susceptible animals should be used. Each animal is inoculated subcutaneously with 1 ml. of a dilution of the vaccine, followed twenty-one to twenty-eight days later, with a standard challenge dose of a virulent rinderpest virus contained in 1 ml. of a 1:100 suspension of spleen tissue. Two unvaccinated bovines, each receiving the same quantity of the challenge virus serve as controls. All these animals are kept under observation for fourteen days. Then end point of protective titre is assessed on the death or survival rate and the dose contained in one gramme of vaccine calculated on the basis of forty minimum protective doses being equivalent to one vaccinating dose.

5. *Labelling*.—Should comply with the requirements of "Labelling" as laid down in the general monograph on "Viral Vaccines".

6. *Storage and Expiry date*.—The vaccine shall be expected to retain its potency for the period and at temperatures as specified below:

—15°C to —20°C	— Six months.
2°C to 4°C	— One month.

Sheep and Goat Pox Vaccine (Living)

1. *Synonym*.—Sheep Pox vaccine, Goat Pox Vaccine.

2. *Definition*.—Sheep and Goat Pox Vaccine consists of the virus contained in the scabs collected from sheep artificially infected with virus.

3. *Preparation*.—Healthy yearling sheep are injected artificially on the shaved portion of the abdomen with a suitable dilution of the suspension of the stock scab virus 50 per cent glycerine saline solution. The material from the semi-dried areas where the pox lesions are evident is collected and dried over chloride or phosphorus pentoxid under vacuum. Dry scabs are powdered sieved and pouled in suitable quantities and sealed.

4. *Standard*.—(a) *Description*.—Light cream coloured powder.

(b) *Identification*.—This product when applied to scarified area of the skin of the sheep or goats produces characteristic local lesions of pox and should afford protection to sheep and goat against sheep and Goat Pox.

(c) *Safety Test*.—Two rabbits each weighing not less than 1 kg. are injected subcutaneously each with 1 ml. of a 1:100 dilution of the vaccine in normal saline solution. These animals are observed for fourteen days. The animals should remain normal.

(d) *Sterility Test*.—Complies with the tests for sterility described under the general monograph on 'Viral Vaccines'.

(e) *Potency Test*.—Four yearling sheep are inoculated with 1:100 suspension of the vaccine in 50 per cent glycerine saline on a scarified area on the abdomen. Fourteen days later, these and two more susceptible sheep are inoculated by the same method with stock virus and observed for a period of fourteen days. The control animals should develop typical lesions of pox and the vaccinated animals should remain normal.

5. *Labelling*.—Should comply with the requirement of 'Labelling' as laid down in the general monograph on 'Viral Vaccine'.

6. *Storage and Expiry date*.—The vaccine shall be expected to retain its potency for periods at temperatures as specified below:—

—15°C to —20°C	— Twenty months.
2°C to 4°C	— Three months.
Room Temp.	— Fifteen days.

Fowl Spirochattosis Vaccine (Chick Embryo Origin)

1. *Synonym*.—Trick Fever Vaccine.

2. *Definition*.—The vaccine consists of a merthiolated suspension of choricallantoric membranc, internal viscera and blood of chick embryos infected with a vaccine strain of spirochaetes and freeze dried.

3. *Preparation*.—Eleven days old developing chick embryos are infected with 0.2 ml. of sterile fresh blood containing spirochaetes via the choricallantoric membrane. The inoculated embryos are incubated at 37°C and candelled daily and the dead ones are discarded. On the seventh day the living embryos are chilled in the

refrigerator for two hours. The chilled embryos are harvested separately and necrotic lesions in liver noted. Representative samples of blood should be examined for teaming spirochaetes. The internal viscera, chorioallantoic membranes and the blood are collected. The material is pooled, weighed and held in deep freeze at 15 to 20°C for a period of one week. Thereafter the material is blended with equal quantity of Marthiolate (final concentration of merthiolate in the suspension should be 1:10,000) thoroughly for three times, each time the motor running at full speed and the vaccine is ampouled in 2 ml. quantities and freeze dried.

4. *Standard.*—(a) *Description.*—Light brownish scales.

(b) *Identification.*—The vaccine affords protection when inoculated into the fowls against spirochaetosis.

(c) *Moisture content.*—The moisture content should not exceed 1.0 per cent.

(d) *Safety and potency test.*—Six healthy cockerels ten to twelve weeks old are used for this purpose. Each ampoule of vaccine is reconstituted in 10 ml. of cold distilled water and the six cockerels are injected intramuscularly each with 1 ml. of the reconstituted vaccine and the birds are observed for a period of ten days and the vaccinated birds should remain normal throughout the period of observation. The vaccinated birds are challenged with 0.2 ml. intramuscularly with virulent spirochaete blood along with two susceptible controls. Temperature and blood smear examination of the challenged birds and controls should be carried out daily for a period of ten days. The blood smears of vaccinated birds should remain negative for spirochaetes during the entire period of observation. The controls should react and show spirochaetes in the blood.

(e) *Sterility test.*—Complies with the tests for sterility described in the general monograph on "Bacterial vaccine".

5. *Labelling.*—Should comply with the requirement of "Labelling" as laid down in the general monograph on "Bacterial Vaccine".

6. *Storage.*—The vaccine when stored at -15 to -20°C may be expected to retain the potency for about one year and about two months if stored in refrigerator at 2° to 4°C.

Swine Fever Vaccine Crystal Violet

1. *Synonym.*—Crystal Violet Swine fever vaccine, Hog Cholera vaccine.

2. *Definition.*—Swine fever vaccine, crystal violet is a suspension of blood of swine that have been infected with a suitable virulent antigenic strain of swine fever virus, inactivated with 0.25 per cent crystal violet ethylene glycol at 37°C for fourteen days.

3. *Preparation.*—Susceptive healthy pigs of six to seven months of age belonging to a well established strain or breed are used. Body weight of these animals at this age may vary according to the breed but optimum weight is considered as between 75 to 100 kg. Animals used for production may be procured from well established farms and kept under quarantine for fourteen days. These are injected intramuscularly with a suitable dilution of the suspension of the virulent blood viruses. Bleeding of the clinically injected animals is carried out on the sixth day. The defibrinated blood from each animal is strained and stored separately in sterile glass containers. To the four parts of defibrinated blood, one part of 0.25 per cent crystal violet—ethylene glycol is added and the suspension after thorough mixing, is stored at 37°C (-0.5) for two weeks. The product is filled in 20 ml. volumes in sterile vials and labelled on the completion of tests.

4. *Standard.*—(a) *Description.*—Very dark violet suspension.

(b) *Identification.*—This product affords protection against swine fever but not against African Swine Fever.

(c) *Safety Test.*—Two young pigs weighing about 15 to 30 kg. are injected subcutaneously each with 40 ml. of the vaccine batch to be tested. In addition, one unvaccinated susceptible pig is placed in contact.

(d) *Sterility test.*—Should comply with the test for sterility described under the general monograph in "Viral Vaccines".

(e) *Abnormal toxicity test.*—Two guinea pigs are given 1 ml. of vaccine intramuscularly.

Two guinea pigs are given 2 ml. of the Vaccine intra-peritoneally.

Two mice are given 0.5 ml. of the vaccine subcutaneously.

(f) *Potency test*.—Four susceptible pigs weighing between 20–30 kg. are injected with 5 ml. of the vaccine subcutaneously. After twenty-one days these are challenged with 1 ml. of suitable dilution of the challenge virus subcutaneously. The dose must contain at least 1000 minimum infective doses. At least two control pigs should be used.

5. *Labelling*.—Should comply with the requirement of 'Labelling' as laid down in the general monograph on 'Viral Vaccines'.

6. *Storage*.—The vaccine may be expected to retain its potency for twelve months if stored in refrigerator at 2°C to 4°C.

Swine Fever Vaccine Lapinised (Living)

1. *Synonym*.—Lapinised swine fever vaccine, freeze dried lapinised swine fever vaccine.

2. *Definition*.—Swine fever lapinised consists of the suspension of a modified liver swine fever virus prepared from spleens of infected rabbits and is freeze dried.

3. *Preparation*.—Healthy adult rabbits weighing approximately 1000 gms. or over, free from coccidiosis snuffles etc. are injected intravenously with a suitable dose of a dilution of the modified rabbit adapted virus. Rabbits are sacrificed at the height of reaction and spleens are collected with sterile precautions. The collection is later homogenised in a blender using ten per cent yolk phosphate buffer as a diluent. The suspension is ampouled in 0.5 ml. quantities and freeze dried.

4. *Standard*.—(a) *Description*.—Light scales.

(b) *Identification*.—This product affords protection against swine fever.

(c) *Moisture content*.—The moisture content should not exceed 1.0 per cent.

(d) *Safety test*.—Six mice are injected each with 0.5 ml. of a 1:100 suspension of the vaccine. These are kept under observation for seven days. None should die.

(e) *Viability test*.—Two healthy rabbits are injected intramuscularly with 1 ml. of 1:100 suspension of the vaccine. These animals show thermal reaction.

(f) *Sterility test*.—Should comply with the test for sterility described under general monograph on 'Viral Vaccines'.

(g) *Potency test*.—The vaccine batch under test should be tested on susceptible healthy pigs weighing between 20–30 kg. Two animals for each dilution may be used. The dilutions tested are 1:10, 1:25, 1:50 and 1:100. One ml/litre of each of these dilutions is injected subcutaneously. One healthy, susceptible, unvaccinated in contact animal should be kept along with the vaccinated animals.

Fourteen to twentyone days later these animals along with two controls are injected subcutaneously with 1 ml. of the challenge virus containing at least 1000 minimum infective doses.

5. *Labelling*.—Should comply with the requirement of 'Labelling' as laid down in the general monograph on 'Viral Vaccines'.

6. *Storage*.—The vaccine may be expected to retain its potency for six months if stored at temperatures ranging between –10°C to –15°C and for seven months at 2°C to 4°C in the refrigerator.

PART II—Antisera

Provisions Applicable to the Production of all Sera from Living Animals

1. *Definition*.—(i) This part of the Schedule applies to antibacterial sera, anti-viral sera and anti-toxic sera which are prepared by injecting bacteria or viruses or their products into buffalo-bulls or other suitable animals so as to produce active immunity which is manifested by the formation of anti-body.

(ii) For the purpose of this part of the Schedule and anti-serum means sterile liquid antiserum concentrated and unconcentrated, solutions of globulins or their derivatives or solid forms which can be reconstituted when necessary.

2. *Staff of Establishment*.—The establishment shall be under the direction and control of a competent expert in bacteriology and serology with adequate training

in immunology and standardisation of biological products and knowledge of animal management. He shall be assisted by a staff adequate for carrying out the tests required during the course of preparation of the sera and standardisation of the finished products.

3. *Proper Name.*—The proper name of the antiserum shall be the recognised abbreviations thereof preceded by the prefix 'anti', and followed by the word 'serum' as for example, 'Anti-anthrax serum'. The proper name of any antitoxin may be formed from the word 'Anti-toxin' preceded by the name of the organism from which the toxin was prepared, and followed, if desired, by a term indicating the source or the strain of that organism provided where there is no special provision in the Schedule, the name as approved by the licensing authority may be adopted.

4. *Records.*—(1) The permanent records which the licensee is required to keep shall include the following particulars:

- (a) As to the culture—Evidence of the identity and specificity of the cultures.
- (b) As to the procedure used in immunising the animals:
 - (i) The method of preparing the cultures or antigen used for immunisation.
 - (ii) The dosage and methods employed in administering the culture or antigen.
 - (iii) The period in the course of immunisation at which blood is withdrawn for the preparation of the serum.
- (c) Any test which may have been applied to the serum to determine its content of specific antibiotics or its specific therapeutic potency and purity.

(2) If the licensee desired to treat the performance of any tests recorded under sub-paragraph (i)(c) of this paragraph as determining the date of completion of manufacture for the purpose of rule 109 he shall submit full particulars of the purpose test to the licensing authority and obtain his approval.

5. *Cultures.*—The cultures used in immunising the animals shall be at all times open to inspection, and specimens shall be furnished for examination at the request of the licensing authority.

6. *Quantity.*—(a) Any antiserum shall be issued for veterinary use in the form of either,

- (i) Actual serum, i.e., the liquid product of decantation of the coagulated blood or plasma without any addition, other than antiseptic or subtraction, or
- (ii) A solution of the purified serum proteins containing the specific antibodies.

(b) At the time of issue, the liquid shall be clear or show at the most a slight opalescence or precipitate. Preparations of the natural serum shall not contain more than 10 per cent of solid matter. A solution of serum protein shall not contain more than 20 per cent of solid matter.

7. *Precautions to be observed in preparation.*—(1) Laboratories where sera are exposed to the air in the course of the process of preparation must be separated by a sufficient distance from stables and animal houses to avoid the risk of serial contamination with bacteria from animal excreta, and must be rendered fly-proof to prevent such contamination by insects. Such laboratories must have impervious walls and floors and must be capable of being readily disinfected when necessary.

(ii) A special room with impervious walls must be provided for collection of blood from the living animals.

(iii) An efficient system of manure removal must be used which will prevent its accumulation in the vicinity of any room where blood or serum is collected or handled.

(iv) An adequate number of sterilizers must be provided for the sterilization of all glassware or other apparatus with which the serum may come into contact in the course of its preparation.

(v) All processes to which the serum is subjected during and after the collection from the animals, must be designed to preserve its sterility, but in the case of artificially concentrated sera, it shall suffice that the process of concentration is conducted with scrupulous cleanliness and in such a manner as to avoid unnecessary dangerous contamination.

(vi) The laboratories in which the testing of the sera for potency, sterility and freedom from abnormal toxicity are carried out must be adequate for the purpose. An adequate supply of animals for use in such tests and suitable housing for such animals must be provided.

(vii) Provision must be made for complying with any special conditions which may be laid down in the Schedule relating to the production and issue of the particular serum, in respect of which the licence is granted.

8. *Unhealthy or Infected Animals.*—If an animal used in the production of sera is found to be suffering from an infection except one produced by living organisms against which it is being immunized, or shows signs of serious or persistent ill health not reasonably attributable to the process of immunisation, the licensee shall immediately report the matter to the licensing authority and shall, if the authority orders an inspection and the inspection so directs, cause such animals to be killed and a postmortem examination of it to be made, and take steps to prevent any serum obtained from the animal being sold or offered for sale until permission is given by the licensing authority. If the result of the postmortem is such as to being under suspicion, the health of any of the other animals used for the production of sera, the licensing authority may prohibit the use of those animals for the production of sera or may take such other steps as may be necessary to prevent the issue of sera which may be dangerous to animal health.

Provided in the case of emergency, the person in charge of the establishment may order the destruction of an animal used in the production of sera and suspicious of infection, and shall in that case give notice forthwith to the licensing authority and shall permit an inspector to be present at the postmortem examination.

9. *Conditions and Housing of animals.*—(i) The animals used in the production of sera should be adequately housed under hygienic environments.

(ii) Only healthy animals free from disease should be used in the preparation of sera.

(iii) Every animal intended to be used as the source of serum must be subjected to a period of observation in quarantine for at least seven days before being admitted to the animal sheds in which the serum yielding animals are housed.

(iv) In case of horses and other equidae, every animal used as source of serum shall either be actively immunized against tetanus or shall be passively immunized against the disease by injection of tetanus antitoxin in such doses as to ensure the constant presence of that antitoxin in the blood during the whole period of the use of the animal as a source of serum.

Antisera and their General Standard

Antisera contain the immune substance that have a specific prophylactic or therapeutic action when injected into animals exposed to or suffering from a disease due to a specific micro-organism or its toxin. Antisera are classified into three groups.

- (i) Antitoxic sera (Antitoxine).
- (ii) Antibacterial sera.
- (iii) Antiviral sera.

Antisera are usually issued in an unconcentrated form for animal use but may be concentrated and also freeze dried. However, for the purpose of the Schedule the word 'antisera' is also used for the unconcentrated liquid sera only. A suitable bacteriostatic agent in a concentration sufficient to prevent the growth of micro-organisms is added to the liquid serum.

General Standard

(1) *Description.*—Liquid native or unconcentrated antisera are yellow or yellowish brown in colour. They are initially transparent but may become turbid with age. They are almost odourless, except for the odour of any bacteriostatic agent that may have been added.

(2) *Identification*.—The test for identity is described in the individual monograph.

(3) *Acidity or Alkalinity*.—All native antisera have a pH of 7.0 to 8.5.

(4) *Abnormal Toxicity*.—All antisera shall comply with the following tests for freedom from abnormal toxicity.

(a) Two healthy mice each weighing not less than 18 g. are injected subcutaneously each with 0.5 ml. of the sample and observed for five days. None of the mice should show any abnormal reaction or die.

(b) Two healthy guinea-pigs each weighing 300 g. to 450 g. are injected subcutaneously each with 5 ml. of the sample and observed for seven days. None of the guinea-pigs should show any abnormal reaction or die.

(5) *Sterility*.—All antisera shall comply with the tests for sterility described in rules 115 to 119.

(6) *Potency*.—The potency of each preparation, when the available methods permit, is determined by the appropriate biological assay, and it is described under the individual monograph.

(7) *Total Solids*.—Native antisera should not contain more than 10 per cent solid matter.

(8) *Labelling*.—Should comply with the provisions for 'Labelling' as laid down for 'Bacterial Vaccines'.

(9) *Storage*.—Liquid preparations of antisera shall be stored, protected from light at temperature between 2 degrees C to 4 degrees C and shall not be frozen.

(10) *Date of Manufacture*.—The date of manufacture shall be unless otherwise specified in the individual monograph in this part as defined in clause (b) of sub-rule (3) of rule 109.

(11) *Containers*.—All antisera are distributed in sterilised containers of a material which is inert towards the substance and which are sealed to exclude micro-organisms.

(12) *Expiry Date*.—The expiry date of potency of all sera shall be not more than twenty-four months after the date of manufacture.

Anti-Anthrax Serum

1. *Synonym*.—Bacillus Anthracis Antiserum.

2. *Definition*.—Anti-anthrax serum is the serum of animals that confers a specific protection against bacillus anthracis.

3. *Preparation*.—The antiserum may be prepared in buffalo bulls after repeated injections of cultures of *B. anthracis* a virulent strain.

4. *Standard*.—It complies with the requirements in the general provisions for antisera under Description, Acidity or Alkalinity, Abnormal Toxicity, Sterility, Solids, Labelling, Storage and Expiry date.

(i) *Identification*.—It protects animals against infection with *B. Anthracis*

Anti-Blackquarter Serum

1. *Synonym*.—Blackleg Antiserum, Clostridium Chauvoei-Antiserum

2. *Definition*.—Anti-Blackquarter Serum is the serum of suitable animals containing the substances that have a specific neutralising effect on Clostridium Chauvoei.

3. *Preparation*.—It is prepared by injecting subcutaneously or intramuscularly increasing doses of formalised cultures of *Cl. chauvoei*, into buffalo bulls.

4. *Standards*.—It complies with the requirements described in the general provisions for antisera under Description, Acidity or Alkalinity, Abnormal toxicity, Sterility, Solids, Labelling, Storage and Expiry Date.

Identification.—It protects susceptible animals against infection with virulent strains of *Cl. Chauvoei*.

Anti-Fowl-Cholera Serum

1. *Synonym.*—*Pasteurella Septica* Antiserum (Avian).
 2. *Definition.*—Fowl Cholera Antiserum is the serum of animals containing the substances that confer a specific protection to fowls against virulent strain of *Pasteurella Septica* (Avian).
 3. *Preparation.*—Antiserum is prepared from buffalo, bulls after they have been subjected to an injection of killed cultures of virulent strain of *Pasteurella septica* (Avian) followed by injections of living cultures of the same organism.
 4. *Standard.*—It complies with the requirements described in the general provision for antisera under Description, Acidity or Alkalinity, Abnormal toxicity, Sterility, Solids, Labelling, Storage and Expiry date.
- Identification.*—It protects susceptible fowls against infection with *Pasteurella Septica* (Avian) and its homologous strains.

Anti-Haemorrhagic Septicaemia Serum

1. *Synonym.*—*Pasteurella Septica* Antiserum.
 2. *Definition.*—Anti-Haemorrhagic Septicaemia Serum is the serum of animals containing the substances that confer a specific protection to susceptible animals against virulent strains of *Pasteurella Septica*.
 3. *Preparation.*—The antiserum is prepared from buffalo-bulls after they have been subjected to repeated injections of formalised cultures of standard strain *Pasteurella Septica* with adjuvants, followed by suitable doses of virulent culture of the organism.
 4. *Standard.*—It complies with the requirements described in the general provisions for antisera under Description, Acidity or Alkalinity, Abnormal toxicity, Sterility, Solids, Labelling, Storage and Expiry Date.
- Identification.*—It protects susceptible animals against infection with homologous strains of *Pasteurella Septica*.

Anti-Rinderpest Serum

1. *Synonym.*—Cattle Plague Antiserum.
 2. *Definition.*—Anti-rinderpest Serum is the serum of buffalo bulls containing the substances that confer a specific immunity to susceptible animals against virulent strains of the virus of rinderpest.
 3. *Preparation.*—The antiserum is prepared from buffaloes who have reacted to a dose of virulent rinderpest virus, which is injected simultaneously with a pre-determined quantity of anti-reinderpest serum so as to control the severity of the reaction (serum-simultaneous-method).
 4. *Standard.*—It complies with the requirements described in the general provisions for antisera under Description, Acidity or Alkalinity, Abnormal toxicity, Solids, Labelling Storage and Expiry Date.
- (i) *Identification.*—It protects susceptible animals against rinderpest.
- (ii) *Potency.*—Five Buffalo-calves of about one year of age in good condition are used for the test. Three are injected subcutaneously with the anti-rinderpest, serum under test at the rate of 10 ml. per 46 kg. body weight, subject to a minimum of 20 ml. per animal. These together with the two remaining, are simultaneously injected subcutaneously at a different site with 1 ml. of a 1:100 dilution of spleen suspension of virulent bull-virus.

The animals should be observed for fourteen days during which time the serum treated animals should exhibit no symptoms of rinderpest other than rise in temperature and slight intentional disturbances, while the controls develop more severe symptoms or die.

Salmonella Pullorum Anti-Serum

1. *Synonym.*—*Salmonella Pullorum* anti-serum.
2. *Definition.*—*Salmonella Pullorum* anti-serum is the sera from fowls and contains antibodies against *Salmonella Pullorum*. It is used for standardizing batches

of *Salmonella pullorum* antigens and also used as a control along with the sera suspected for pullorum disease.

3. *Preparation*.—The serum is prepared after intravenous inoculation with smooth culture suspension of *Salmonella pullorum* in healthy birds.

4. *Standards*.—It complies with the requirements in the general provision for antisera under description, Acidity, Alkalinity, Sterility, solids, labelling, storage and expiry date.

5. *Identification*.—It should give positive agglutination with *Salmonella pullorum* antigen.

Standard Anti-Brucella Abortus Serum

1. *Synonym*.—National counterpart of standard anti-*Brucella abortus* serum.

2. *Definition*.—Standard anti-*Brucella abortus* serum is the serum which contains 1000 International Units (I.U.) per ml. and is used for standardizing batches of brucella antigens and is also used as a control along with the sera suspected for brucellosis.

3. *Preparation*.—The serum is prepared after intravenous inoculation of suspension of smooth culture of *B. abortus* (strain 99) in rabbits or cattle and subsequently diluting it suitably with brucella-free healthy serum such that when tested with standardized *Brucella abortus* tube test antigen, it gives 50 per cent agglutination at 1/500 final serum dilution.

4. *Standard*.—It complies with the requirements in the general provision for anti-sera under description, acidity, alkalinity, sterility, solids, labelling storage and expiry date.

Identification.—It should give agglutination with brucella antigen.

PART III—Diagnostic Antigens

Provisions Applicable to the Manufacture and Standardisation of Diagnostic Agents (Dacterial Origin)

1. *Definition*.—This part of the Schedule applies to reagents of bacterial origin employed for various tests.

2. *Staff of Establishment*.—A competent expert in bacteriology with sufficient experience in the manufacture and standardisation of veterinary biological products shall be in charge of the establishment responsible for the production of various diagnostic agents of bacterial origin and he may be assisted by a staff adequate for carrying out the tests required during the preparation and standardisation of various diagnostic agents.

3. *Proper Name*.—The proper name of any diagnostic agent is the name of micro-organism from which it is made, followed by the word 'antigen' unless the Schedule otherwise provides, or it may be derived from the name of the organism responsible for the causation of the disease or if there is no special provision in the Schedule, the name approved by the Licensing authority. In the case of the undermentioned preparations the proper name of the diagnostic agent may be as follows:—

1. Abortus Bang Ring (A.B.R.) Antigen
2. *Brucella Abortus* Coloured Antigen.
3. *Brucella Abortus* Plain Antigen.
4. Johnin.
5. Nallein.
6. *Salmonella Abortus Equi* 'H' Antigen.
7. *Salmonella Pullorum* Coloured Antigen.
8. *Salmonella Pullorum* Plain Antigen.
9. Tuberculin.

4. *Records*.—Cultures used in the preparation of diagnostic agents of bacterial origin must, before being manipulated into an agent be thoroughly tested for identity by the generally accepted tests applicable to the particular micro-organism. The permanent record which the licensee is required to keep shall amongst other include a record of the origin, properties and characteristics of the cultures.

5. *Preparation*.—Diagnostic agents of bacterial origin are prepared from selected cultures after their careful examination for the identity, specificity, purity and antigenicity. They may be prepared in the following manner.

- (a) *Formolised antigens*.—The selected pure culture strain is grown in a suitable medium at an optimum temperature for an appropriate period. The pure growth is then exposed to the action of a solution of Formaldehyde I.P. in a suitable concentration and at an appropriate temperature for a suitable period.
- (b) In some cases, the diagnostic agents are prepared by growing the organisms on suitable media and then deriving specific protein constituents of the bacteria by various methods.

6. *General Standard*.—

- (a) *Description*.—Diagnostic agents may be clear, opalescent or coloured liquids.
- (b) *Identification*.—Some exhibit specific agglutination when mixed with the serum of the animals infected with homologous organisms and others when injected into the animal body in appropriate doses cause specific reactions like hypersensitiveness, local and general reaction, if the animal is infected with the homologous organisms.
- (c) *Sterility Test*.—All antigens shall be tested for sterility in accordance with rules 115 to 119.
- (d) *Standardisation*.—It is carried out either by determining the definite cell concentration in the product or by observing the general and local reactions in healthy and artificially infected animals with various standard dilutions of the product.

7. *Labelling*.—As under general provision for the bacterial vaccines with the addition that it is meant for diagnostic purposes only.

8. *Storage*.—All antigens are stored, protected from light at a temperature between 2 degrees C to 4 degrees C.

9. *Date of Manufacture*.—The date of manufacture shall be unless otherwise specified in the individual monograph in this part as defined in clause (b) of sub-rule (3) of rule 109.

Abortus Bany Ring (ABR) Antigen

1. *Synonym*.—Milk Ring Test Antigen

2. *Definition*.—The antigen is a suspension of pure growth culture of standard strain of *Brucella abortus* strain 99 strained supravivally with 2, 3, 5 triphenyl tetrazolium chloride suspended in 0.85 per cent saline containing 1 per cent glycerol and 1 per cent phenol.

3. *Preparation*.—Smooth strain of *Brucella abortus* strain 99 is grown on potato infusion agar for 48 to 72 hours in Roux flasks, at 37 degrees C. Condensation fluid if any is pipetted off before washing. Each flask is washed with about 20 ml. of normal saline. The pooled washing is filtered through a gauze and the filtrate is collected in a measuring cylinder. To every 500 ml. of the filtrate 1 g. of 2, 3, 5—triphenyl tetrazolium chloride is added immediately. The container is shaken for thirty minutes till the tetrazolium salt is dissolved. The product is taken out and kept at 37 degrees C for two hours. After incubation the product is heated at 65 degrees C in a water bath for thirty minutes. It is cooled and centrifuged at 3000 r.p.m. for one hour. The supernatant is pipetted off and the sediment is suspended in normal saline containing 1 per cent glycerol and 1 per cent phenol and filtered through sterile cotton wool. This forms a concentrated antigen.

Standardization of the Strained Antigen

An aliquot portion of the microbial suspension stained with phenyltetrazolium is taken, representing the initial undiluted suspension. 1 ml. per tube of this initial

undiluted stained suspension is added to six test-tubes, followed by increasing quantities of the glycerolphenol diluent as follows:—

	Undiluted stained suspension	Diluent
Tube 1	1	0.6
2	1	0.8
3	1	1.0
4	1	1.2
5	1	1.4
6	1	1.6

The contents of each tube are then diluted tenfold with the same diluent and serve as antigen for a tube agglutination test with the Standard Serum (or its national counterpart). In this way, six sero-reactions will be carried out. During this procedure, the concentrated strained microbial suspension should be kept in the refrigerator at 4 degrees C.

The agglutination reaction are read after forty-eight hours' reacts at the agglutination titre of the Standard Serum, previously determined with the usual unstained antigen in the tube test, corresponds to the correct dilution of the standard antigen.

The next step, therefore, is to dilute the concentrated stained suspension to the same extent as the tube whose tenfold dilution has given the correct agglutination titre, i.e., the concentration of antigen in the tube before the tenfold dilution had been made.

4. Standard.—

(a) *Description*.—It is a red colour liquid containing dead bacteria in suspension.

(b) *Identification*.—It shows formation of a specific cherry red coloured ring in the cream layer when mixed with pooled samples of milk taken from animals suffering from brucellosis.

(c) *Sterility test*.—Should comply with the tests for sterility described in the general monograph on 'Diagnostic Antigen'. The tests shall, however, be done before colouring.

5. *Labelling and Storage*.—Should comply with the requirements of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigen'.

6. *Expiry Date*.—The date of Expiry of potency shall be not more than nine months from the date of manufacture when stored at 2 degrees C to 4 degrees C.

Brucella Abortus Coloured Antigen

1. *Synonym*.—Brucella abortus Cotton Strain 99 coloured Antigen.

2. *Definition*.—Brucella Abortus Coloured Antigen is a suspension of pure smooth cultures of Brucella abortus strain 99 in phenolised glycerine saline, the bacteria being coloured by the addition of crystal violet and brilliant green. This antigen is used for plate test for serological diagnosis of brucella infection.

3. *Preparation*.—Seventy-two hours old growth of Brucella Abortus stain ninety-nine in smooth form on potato infusion agar medium in Roux flasks is washed with phenolised glycerine saline (containing 12 per cent sodium chloride, 20 per cent glycerine and 0.5 per cent phenol). The washed growth is filtered through a pad of absorbent cotton wool and the suspension is coloured by the addition of 1 ml. each of 1 per cent aqueous solution of crystal violet and brilliant green for every 250 ml of the suspension. The product is heated for sixty minutes in a water bath at 60°C before it is standardised.

4. *Standards*.—(a) *Description*.—It is a greenish violet liquid containing dead bacteria in suspension.

(b) *Identification*.—It gives specific agglutination when mixed with the serum of the animal infected with brucella organism.

(c) *Sterility Test*.—Should comply with the tests for sterility described in the general monograph on 'Diagnostic Antigens'.

(d) *Standardisation*.—0.5 ml. of the antigen is mixed with 4.5 ml. of normal saline solution in Hopkins graduated tube. The mixture is centrifuged at 3000 r.p.m. for sixty minutes and the percentage of bacterial cells present in the original antigen is assessed by noting the height of the cell deposit. The antigen is then standardised so as to contain 10 per cent cell deposit.

5. *Labelling and Storage*.—Should comply with the requirements of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigens'.

6. *Expiry Date*.—The date of expiry of potency shall be not more than nine months from the date of manufacture when stored at 2°C to 4°C.

Brucella Abortus Plain Antigen

1. *Synonym*.—Brucella Abortus Strain 99 Plain Antigen.

2. *Definition*.—Brucella Abortus Plain Antigen is a suspension of a pure smooth culture of Brucella abortus strain 99 in phenol saline.

3. *Preparation*.—Twenty-two hours old growth of Br. Abortus strain 99 in smooth form on potato infusion agar medium in Roux flasks is washed with normal saline solution. The washed growth is filtered through a pad of absorbant cotton wool and the suspension instead at 60°C for sixty-minutes in a water bath to kill the organisms. It is then preserved by the addition of phenol in a final concentration 0.5 per cent.

4. *Standard*.—(a) *Description*.—An opalescent liquid containing dead bacteria in suspension.

(b) *Identification*.—It gives specific agglutination when mixed with the serum of animals infected with brucella organism.

(c) *Sterility Test*.—Should comply with the tests for sterility described in the general monograph on 'Diagnostic Antigen'.

(d) *Standardisation*.—Mix the concentrated antigen well and dilute 1 ml. with 0.5 per cent phenol saline until it corresponds to about tube four of Brown's opacity tubes. Further dilutions of the antigen adjusted to opacity tube No. 4 are made. The particular dilution that gives 50 per cent agglutination with anti-brucella abortus serum (containing 1000 International Units) at 1:500 final serum dilution, is assessed as the diluting factor for the concentrated antigen. The bulk of the concentrated antigen is accordingly diluted for issue as standards antigen.

5. *Labelling and Storage*.—Should comply with the requirements of 'Labelling and Storage' as laid down in the general monograph on 'Diagnostic Antigen'.

6. *Expiry Date*.—The date of expiry of potency shall be not more than nine months from the date of manufacture when stored at 2°C to 4°C.

Johnin

1. *Definition*.—Johnin is a preparation of a fluid medium in which *Mycobacterium paratuberculosis* has been grown in artificial culture and which has been freed by filtration from the bacilli.

2. *Preparation*.—Young culture of selected strain of *Myco paratuberculosis* of bovine origin is grown on synthetic medium and incubated at 37°C for ten to twelve weeks. Flasks showing luxuriant and pure growth are steamed for three hours and thereafter kept at room temperature overnight. The contents are filtered through fine meshed sieve. The filtrate is concentrated over a steam bath to one-tenth of its original volume and kept in cold storage for fourteen days before being filtered through Seitz filter. The product is dispensed in ampoules and hermetically sealed.

3. *Standard*.—(a) *Description*.—A yellowish brown to brownish liquid.

(b) *Identification*.—It produces hot, painful and oedemateous swelling at the site of inoculation in animals infected with *Myco-paratuberculosis* organism.

(c) *Sterility Test*.—Should comply with the test for sterility described in the general monograph on 'Diagnostic Antigens'.

(d) *Potency Test*.—Two animals, previously infested with *Myco-paratuberculosis* and two healthy animals are each injected intradermally in the neck region with 0.1 ml. of the product. Forty-eight hours later, the injection is repeated at the same site. The product should produce a typical reaction in the infected

animals in the form of a hot, painful and oedematous swelling at the site of inoculation persisting for at least forty-eight hour after the second injection. Control animals should not show such reaction.

4. *Labelling and storage*.—Should comply with the requirements of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigens'.

5. *Expiry Date*.—The date of expiry of potency shall be not more than two years from the date of manufacture when stored at 2°C to 4°C.

Malleins

1. *Definition*.—(i) Malleins are preparations of fluid media in which the *Actinobacillus mallei* has been grown in artificial culture and which have been freed by filtration from the bacilli. (ii) For the purposes of this Schedule malleins are classified into (a) Mallein-subcutaneous and (b) Mallein intradermo-palpebral (I.D.P.)

2. *Preparation*.—(a) *Mallein Subcutaneous*.—Three to four weeks old pure growth of standard strain of *A. mallei* grown on synthetic medium is steamed for one hour in a Koch's steam sterilizer. One part of 5 per cent phenol solution is added to every nine part of the dead culture which is then filtered through Seitz filter.

(b) *Mallein Concentrated*.—The procedure is the same as for Mallein Subcutaneous except, that the filtrate is evaporated in porcelain dish over steam to half the original volume before addition of phenol. Five per cent phenol solution is added in sufficient quantity to the concentrated product, to give a final concentration of 0.5 per cent.

3. *Standards*.—(a) *Description*.—A yellowish to brown viscous liquid.

(b) *Identification*.—It produces hot tense, painful swelling when injected into the animals infected with *A. mallei* organisms.

(c) *Sterility test*.—Should comply with the tests for sterility described in the general monograph on 'Diagnostic Antigens'.

(d) *Potency Tests*.—

(i) *Mallein subcutaneous*.—Two ponies, previously sensitised with *A. Mallei* and controls, are injected each 1 ml. of the product subcutaneously in the neck region. The animals are observed for local reaction and rise in temperature. Local reaction is manifested by a hot, tense, painful swelling becoming prominent within twenty-four hours. The rise in temperature is observed by recording the body temperature at the time of inoculation and subsequently at short intervals. A rise in temperature of 1°C or more above normal is indicative of infection.

(ii) *Mallein Intra-dermo-Palpebral (I.D.P.)*.—Two ponies previously sensitized with *A. mallei* and two healthy ponies are injected intradermally with 0.2 ml. of the product near the rim of the lower eye lid of one eye. Typical reactions such as painful swelling of the palpebral tissue with mucopurulent discharge from the eye is indicative of infection. The two health ponies should not show such reactions.

Similar test in other eye is performed with a previously determined patient mallein using as a standard. When the local reactions produced by intradermo palpebral infections of the two preparations are comparable the batch is passed for issue.

4. *Labelling and Storage*.—Should comply with the requirement of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigen'.

5. *Expiry Date*.—The date of expiry of potency shall be not more than two years from the date of manufacture when stored at 2°C to 4°C.

Salmonella Abortus Equi 'H' Antigen

1. *Synonym*.—Equine Abortion Diagnostic Antigen.

2. *Definition*.—*Salmonella Abortus Equi* Antigen is a suspension of a pure smooth culture of actively motile *salmonella Abortus equi* in formal saline.

3. *Preparation*.—Standard strain of *S. abortus equi* is grown on nutrient agar in Roux flasks at 37°C for twenty-four hours. The pure growth in Roux flasks is washed with normal saline and diluted to contain approximately 800 million

organisms per ml. Solution of Formaldehyde I.P. is added to give a final concentration of 0.5 per cent and the formalised product is incubated at 37°C for twenty-four hours. The final product is dispensed in suitable containers.

4. *Standards.*—(a) *Description.*—A slightly opalescent liquid containing dead bacteria in suspension.

(b) *Identification.*—It gives specific agglutination when mixed with the serum of the animals infected with *S. abortus equi* organisms.

(c) *Sterility Test.*—Should comply with the tests for sterility described in the general monograph on 'Diagnostic Antigens'.

5. *Labelling and Storage.*—Should comply with the requirements of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigens'.

6. *Expiry Date.*—The date of expiry of potency shall be not more than nine months from the date of manufacture when stored at 2°C to 4°C.

Salmonella Pullorum Coloured Antigen

1. *Synonym.*—Bacillary white Diarrhoea (B.W.D.) Antigen.

2. *Definition.*—The antigen is a suspension in a solution containing 1 per cent Formaline 1 per cent KH₂PO₄ and 0.85 per cent Sodium Chloride of pure smooth culture of a standard strain of *Salmonella Pullorum*.

3. *Preparation.*—Preparation Standard strain of *S. Pullorum* is grown on sulphur agar medium in Roux flasks for five days at 37°C. The pure growth is washed with 1.0 per cent Formol Saline

Standardisation.—The antigenic cell suspension is then centrifuged (preferably in cold centrifuge) for half an hour at 4000 rotations per minute and the packed cell volume determined. The packed cell is then re-suspended in a solution containing 1 per cent formaline - per cent KH₂PO₄ and 0.85 per cent sodium chloride. 1 ml. of packed cell is suspended in 10 ml. of the resuspendiary solution, mixed thoroughly and is passed through a cotton wool pad. The turbidity of the antigenic suspension is usually between 100 to 125 times Mac Farland scale standard and is optimum 30 c of a 1 per cent aqueous solution of crystal violet are added to 100 ml. of the antigenic suspension. After making the dye the antigen is allowed to stand for the eight hours before use. The average yield per Roux-flask of culture medium is about 50 ml. The antigen should be bottled and in 10 ml. or 20 ml. quantity in amber-coloured bottles and corked with rubber caps and paraffin sealed and preserved until required for use within the expiry period. This antigen reacts instantly with the blood of all carrier birds and remains permanently negative with that of non-infected birds.

This antigens gives good reactions with positive sera whose titre is even as low as 1:20.

4. *Standard.*—(a) *Description.*—Violet coloured liquid containing dead bacteria in suspension.

(b) *Identification.*—It gives specific agglutination when mixed with the serum of birds infected with *S. pullorum* infection. It is used for carrying out plate agglutination test for seriological diagnosis for *S. Pullorum* infection in birds.

(c) *Sterility Test.*—Should comply with the test for sterility described in the general monograph on 'Diagnostic Antigen'. The tests shall be done before addition of 'Crystal Violet'.

5. *Labelling and Storage.*—Should comply with the requirements of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigens'.

6. *Expiry Date.*—A six month expiration date for this antigen is recommended. However, it is advisable to use fresh ones as far as possible. This antigen should be preserved at 4° to 6° in a dark place in the refrigerator and should not be exposed to hot weather condition for longer than necessary before use in the field.

Salmonella Pullorum Plain Antigen

1. *Synonym.*—Bacillary White Diarrhoea (B.W.D.) Plain Antigen.

2. *Definition.*—The antigen is a suspension of pure smooth culture of *Salmonella Pullorum* in phenol-saline

3. *Preparation*.—Forty-eight hours old pure culture of smooth strain of *S. pullorum* is washed with 0.5 per cent phenol saline and the pooled suspension is adjusted to contain approximately 800 million organisms per ml. by the addition of more carbol saline. The suspension is kept at room temperature for twenty-four hours, and dispensed in suitable containers.

4. *Standard*.—(a) *Description*.—An opalescent liquid containing dead bacteria in suspension.

(b) *Identification*.—It gives specific agglutination when mixed with the serum of birds infected with *S. pullorum*.

(c) *Sterility Test*.—Should comply with the tests for sterility described in the general monograph on 'Diagnostic Antigens'.

5. *Labelling and Storage*.—Should comply with the requirements of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigens.'

6. *Expiry Date*.—The date of expiry of potency shall be not more than nine months from the date of manufacture when stored at 2°C to 4°C

Tuberculin

1. *Definition*.—(i) Tuberculines are preparations of fluid media on which *Mycobacterium tuberculosis* has been grown in artificial culture and which has been freed by filtration from the bacilli.

(ii) For the purposes of the Schedule tuberculines are classified in (a) Tuberculine-subcutaneous (b) Heat concentrated synthetic Medium (H.C.S.M.) Tuberculine (c) Avian tuberculine

2. *Preparation*.—(a) *Tuberculine subcutaneous*.—Flasks containing Henley and Dorset synthetic medium are inoculated with standard human strains of *Myco. Tuberculosis* previously grown on glycerol-beef broth medium for ten days. After ten to twelve weeks of incubation at 37°C flasks containing pure growth are steamed for three hours. The contents are filtered through fine meshed sieve and the volume is made up to its original with phenolised distilled water such that the final concentration of phenol is 0.5 per cent. It is then filtered through Seitz filter.

(b) *Heat Concentrated Synthetic Medium (H.C.S.M.) Tuberculine*.—To the strained liquid obtained after sieving as in the method of preparation of Tuberculine subcutaneous, glycerol is added in the proportion of 122 ml. per litre of the original volume of medium used. The mixture is evaporated to one-fifth of the original volume on a steam bath. An equal volume of 1 per cent phenol in distilled water is added after the mixture is cooled. The product is stored at 47°C for fourteen days before it is filtered through Seitz filter. It is then dispensed in ampoules.

(c) *Avian Tuberculine Concentrated*.—The procedure is the same as for Tuberculine Concentrated (H.C.S.M.) except that standard strain of *Myco. tuberculosis* (avian) is used in its preparation

3. *Standard*.—(a) *Description*.—A yellowish brown viscous liquid.

(b) *Identification*.—When injected intradermally into the animal infected with tuberculosis, diffused swelling occurs depending upon the allergic status of the animal, the magnitude of dose and specificity of the product. In non-infected animals this reaction is not observed.

(c) *Sterility Test*.—Should comply with the test for sterility described in the general monograph on 'Diagnostic Antigens'.

Potency Test.—(i) *Tuberculine subcutaneous*.—Six large white guinea-pigs each weighing not less than 300–450 g are individually inoculated intra-muscularly with 0.5 mg. (moist growth from solid plants) of *Mycobacterium tuberculosis* three weeks prior to test of each batch of tuberculine. The following dilutions of (a) test tuberculine and (b) standard tuberculine are used:—

1 in 200, 1 in 400, 1 in 800, 1 in 1600.

The six sensitized guinea-pigs are depilated on one flank and after about twenty-four hours each animal is inoculated intradermally with 0.2 ml. of each dilution of two tuberculines in two rows. The reactions are read after twenty-four and forty-eight hours. When the local reaction produced by the graded inter-dermal injections of the two preparations are comparable the brew is passed for issue.

(ii) *Heat Concentrated Synthetic Medium (H.C.S.M.) Tuberculine*.—Six adult white guinea-pigs each weighing not less than 300–450 g. and sensitized three weeks previously with 0.5 mg. (moist growth from solid plants) of *Mycobacterium tuberculosis* bovine type injected intra-muscularly are used for test of each batch. The following dilutions of (a) test tuberculine and (b) standard tuberculine are used:—

1 in 500, 1 in 1000, 1 in 2000 and 1 in 4000.

The six sensitized guinea-pigs are depilated on one flank and after twenty-four hours each animal is inoculated intradermally with 0.2 ml. of each dilution of the two tuberculines in two rows. The reactions are read after twenty-four and forth-eight hours. When the local reaction produced by the graded intrademic injections of the two preparations are comparable, the test tuberculine is passed for issue. The tuberculine is dispensed in ampoules.

(iii) *Avian Tuberculine*.—Six adult fowls, with well developed wattles, sensitized at least three weeks previously by intramuscular injections with 10 mg. moist weight (from solid plants) of twenty-one days old culture of *Mycobacterium tuberculosis* (Avian Type) are used for potency test of each batch. In each fowl, one wattle is inoculated with 0.2 ml. of undiluted test tuberculine and the other wattle with similar quantity of undiluted standard tuberculine. The reactions in each fowl are read after twenty-four hours and forty-eight hours and if comparable the product is passed for issue.

4. *Labelling and Storage*.—Should comply with the requirements of 'Labelling' and 'Storage' as laid down in the general monograph on 'Diagnostic Antigens'.

5. *Expiry Date*.—The date of expiry of potency shall be not more than two years from the date of manufacture when stored at 2°C to 4°C.

PART IV—General

1. For the purposes of this Schedule any test or method of testing described in the British Veterinary Codex shall be deemed to be a method approved by the Licensing Authority.

2. The licensing Authority shall publish in the official Gazette from time to time particulars of any test or method of testing approved by him".

19. In Schedule K of the said Rules, items 3 and 4 and the entries relating thereto shall be omitted.

[No. F. 1-6/62-D.]

New Delhi, the 8th July 1969

S.O. 2890.—In pursuance of sub-sections (1) and (2) of section 5 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government hereby reconstitutes the Drugs Technical Advisory Board consisting of the following members, namely.

Ex officio members under clauses (i) to (viii) of sub-section (2) of section 5:

1. The Director General of Health Services—Chairman
2. The Drugs Controller, India.
3. The Director of the Central Drugs Laboratory, Calcutta.
4. The director of the Central Research Institute, Kasauli.
5. The Director of the Indian Veterinary Research Institute, Izatnagar.
6. The President of the Medical Council of India.
7. The President of the Pharmacy Council of India.
8. The Director of the Central Drugs Research Institute, Lucknow.

Nominated under clause (ix) of sub-section (2) of section 5:

1. Shri B. V. Patel, Director, Drugs Control Administration, Gujarat
2. Shri N. Chandrasekharan Nair, Drugs Controller, Kerala.

Elected under clause (x) of sub-section (2) of Section 5:

Dr. P. C. Dandiya, Professor of Pharmacology, S.M.S. Medical College, Jaipur.

Elected under clause (xi) of sub-section (2) of Section 5:

Dr. K. P. Bhargava, Prof. and Head of the Deptt. of Pharmacology, K. G. Medical College, Lucknow.

Nominated under clause (xii) of sub-section (2) of section 5.

Dr. Diptish Chakravarti of M/s. Smith Stainstreet, Convent Road, Calcutta-14.

Elected under clause (xiii) of sub-section (2) of section 5.

Dr. U. K. Sheth, Professor of Pharmacology, G.S. Medical College, Parcl. Bombay-12.

Elected under clause (xiv) of sub-section (2) of section 5:

Dr. J. Majumdar, P-5, New C.I.T. Road, Calcutta-14

Elected under clause (xv) of sub-section (2) of section 5:

Mr. A. V. Mody, President of the Indian Pharmaceutical Association. Kalina. Bombay-29.

Nominated under clause (xvi) of sub-section (2) of section 5:

1. Shri R. G. Tamhane, Government Analyst, Maharashtra, Bombay.

2. Shri T. Dharma Reddy, Government Analyst, Andhra Pradesh. Hyderabad.

[No. F. 4-59/68-D]

L. K. MURTHY, Under Secy.

(Department of Works, Housing and Urban Development)

Directorate of Estates)

New Delhi, the 8th July 1969

S.O. 2891.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column 1 of the table below, being gazetted officer of Government to be estate officer for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed on estate officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column 2 of the said table.

THE TABLE

(1)	(2)
Designation of officer	Categories of public premises and local limits of jurisdiction.
The Secretary, Kolar Gold Mining Undertakings, Oorgaum (Mysore State)	Premises under the administrative control of the Chairman and Managing Director, Kolar Gold Mining Undertakings.

[No. F. 21012(8)/67-Pol.]

New Delhi, the 10th July 1969

S.O. 2892.—In pursuance of clause (b) of section 2 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952) read with the notification of the Government of India in the Ministry of External Affairs No. G.S.R. 5 dated the 26th December, 1960 and in supersession of the notification of the Government of India in the late Ministry of Works, Housing and Supply No. S.O. 1336 dated the 2nd June, 1961, the Central Government hereby authorises the Secretary, Revenue and Development Department, Pondicherry in the State of Pondicherry to perform the functions of a competent authority under the said Act for the whole area of the State of Pondicherry.

[No. F. 19014(1)/69-Pol.IV.]

T. K. BALASUBRAMANIAN.

Dy. Director of Estates and *Ex-Officio*. Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 5th July 1969*

S.O. 2893.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Municipal Mechanical and Transport Workshop, Agra in an implemented area, hereby exempts the said workshop from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year upto and inclusive of the 28th February, 1970.

[No. F 6(17)/68-III.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)*New Delhi, the 5th July 1969*

S.O. 2894.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the National and Grindlays Bank Limited and the workmen, which was received by the Central Government on the 23th June, 1969

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 35 OF 1968

PARTIES :

Employers in relation to the National and Grindlays Bank Limited, Calcutta

AND

Their workmen

PRESENT :Shri B. N. Banerjee—*Presiding Officer.***APPEARANCES :**

On behalf of Employers—Shri B. Das, Counsel, instructed by Shri D. Gupta, Advocate of Sanderson and Morgan and Shri M. S. Bala, Personr. & Manager of the Bank.

On behalf of Workmen—Shri Somnath Chatterjee, Counsel, instructed by Shri Sushil Ghose and Shri Ajit Banerjee.

STATE: West Bengal.

INDUSTRY: Banking.

AWARD

By Order No. 23/28/68/LRIII, dated May 31, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following disputes between the employers in relation to the National and Grindlays Bank Limited and their workmen, to adjudication, to this tribunal, namely:

- "1. Whether there is any allocable surplus under the Payment of Bonus Act, 1965 in respect of the Banks' accounting year, 1966 and if so, what is the amount of such allocable surplus?"
- "2. Whether any amount is to be carried forward for being set on under section 15 of the said Act in the accounting year 1966, and if so, what is the amount?"
- "3. What percentage of the salary is payable as bonus to employees by the Bank in respect of accounting year 1966, under the said Act?"
- "4. Whether any amount is to be carried forward for being set on under section 15 of the said Act in the accounting year 1967, and if so, what is the amount?"
- "5. To what reliefs, if any, the Bank or the workmen are entitled?"

2 The case made by the employees, represented by the All India National and Grindlays Bank Employees' Federation, is that the National and Grindlays Bank Limited (hereinafter referred to as employer Bank or the Bank) is a Banking company with its registered office at London and branches in different parts of the world including India. The principal office of the Bank in India is located at 19, Netaji Subhas Road, in the town of Calcutta. The further case pleaded in the written statement is that the Bank has no Capital or Reserve employed in this country and the business in India is conducted mainly with the resources derived in this country, that is to say with the deposits "mobilised" in this country. It is also pleaded in the written statement that the Bank is one of the top banking institutions in India and is the single largest foreign Bank operating in this country, having about 50% of the total deposits of all the foreign Banks in India, but has no obligation to maintain or build up compulsory capital and reserve in this country. It is alleged in the written statement, that the profitability and the profits earned by the Bank in India have been phenomenal all throughout during its existence of over 100 years and huge amounts were transferred each year to its Head Office in London. In paragraph 5 of the written statement, it is pleaded that after the publication of Desai Award, the pending claims of bonus for the years 1956 to 1964 was taken up by the Chief Labour Commissioner (Central) and the dispute was settled on an ad hoc basis for all the years from 1956 to 1964 inclusive. It is also pleaded in the said paragraph, "This settlement being on ad-hoc basis, was unrelated to the method and procedure of payment or calculation of bonus to the Bank employees as provided in Justice Desai's Award and/or the Payment of Bonus Act 1965". On the enforcement of Payment of Bonus Act 1965, it is alleged, the bonus claims are to be settled on the lines of the said Act. In paragraph 6 of the written statement it is stated that the calculation of bonus on the basis of Payment of Bonus Act, 1965 must start from the year 1964, in order to arrive at the amount of available surplus in a particular year from the year 1965 onwards. It is admitted that in the year 1965 the employer Bank declared bonus at the maximum rate as under the Act but in the year 1966 the Bank sought to reduce the quantum of bonus or the rate thereof on various pleas. It is also pleaded in the said paragraph:

"In order to arrive at the amount of available surplus for the year 1966, computation of bonus for the years 1964 and 1965 in terms of the Act is essential particularly to find out the amount to be 'set on' in terms of Section 15 of the Payment of Bonus Act from the year 1964 onwards. The amount to be 'set on' in the year 1966 should therefore include the amount to be 'set on' for the year 1964 and then for the year 1965."

The bonus dispute for the year 1966 is detailed in brief in paragraph 7 of the written statement, which I set out hereunder:

"The Bank first paid interim bonus at the rate of 4% on gross emoluments to the workmen in June 1966. Thereafter an Ad-interim bonus at the rate of 8% Gross emoluments was declared in December 1966 less the amount paid in June of the same year. A dispute was raised by the Federation over this payment of Ad-interim Bonus which was not only inadequate but also a payment on Ad-hoc basis having no relation with the bonus due in terms of the Payment of Bonus Act. On or about 20th January 1967, an Agreement was arrived at before the Regional Labour Commissioner (Central), Calcutta in terms of which the rate of Ad-interim Bonus was raised to 13% of gross wages. **After the publication of the Global as also the Indian Balance Sheets of the Bank and their respective Profits and Loss Accounts for the year 1966, the Federation demanded certain figures and clarifications as per letter dated 8th July, 1967. ***The Bank furnished some particulars in reply thereto and also their bonus computation sheets on or about 26th July 1967. **The Federation thereafter asked for some further particulars and clarifications with regard to the Bank's calculation sheets as per letter dated 3rd August 1967. **The Bank declined to give any further particulars vide their letter dated 8th August, 1967. **As in terms of the Payment of Bonus Act, it was obligatory on the part of the bank to pay final bonus by 31st August 1967, the Federation demanded 20% Gross Wages of 1966 as Bonus for the year 1966 as per their letter dated 26th August, 1967. **On 30th August 1967 the Bank advised the employees that according to their calculation the employees were entitled to only 11.75% of the gross wages as Bonus for the year 1966 and having already paid the bonus at 13% no further bonus was due to the employees

The Bank, however, agreed to discuss the matter further with Federation vide their letter dated 30th August, 1967. "On or about 4th October, 1967 the Bank, having accepted some of the contentions of the Federation stressed in course of the discussions, declared a further additional bonus of 5% thus making a total payment at the rate of 18% of gross wages in all for the year 1966. "The Bonus so offered with the total of 18% of gross wages for the year 1966 was accepted by the employees under protest and without prejudice to their right to receive appropriate quantum of bonus in terms of law and this was intimated to the Bank by the Federation per their letter of 4th October, 1967."

The claim of the Employees' Federation is for 20% of gross wages as bonus for the year 1966 and for set on of certain amounts to 1967. I shall refer to the exact amount claimed later on.

3. In the written statement (described as the reply) filed by the Bank, the picture painted about its profits and profitability is denied and it is stated that the Bank is under a legal obligation to maintain a 'Reserve' in accordance with the Banking Law of this country. In paragraph 1(e) of the said written statement, it is pleaded, that the formula and the method of calculation laid down in the Payment of Bonus Act has no application to the payment of bonus in respect of the year 1964 or years previous to that and bonus in respect of these years having had fully and finally been settled between the parties by mutual agreement, no question of setting on any amount from that year arises. In paragraph 2 of the said written statement it is stated:

"The computation of available surplus or allocable surplus for payment of bonus in respect of the year 1965 has to be and was duly made on the basis of the profit of that year only."

It is further stated in the said paragraph that in respect of year 1966, percentage of gross wages payable as bonus had to be reduced as the quantum of allocable surplus in respect of that year even after taking into consideration the amount set on from the year 1965 was much less. In paragraph 4 under item 3 it is stated:

"the allocable surplus for the year 1966 after taking into consideration the set on for the year 1965 amounted only to Rs. 28.66 lacs on the basis of which the rate of bonus payable for the year 1966 came to 11.75% of the gross wages of the workmen. As bonus at that rate completely exhausts the available or allocable surplus for the year 1966 no question of any set on to the accounting year 1967 can arise."

The liability to pay more than 11.75% for 1966 was denied, although more was in fact paid as bonus. I shall refer to the accounts in proper context. It is in the background of these pleadings that I have to proceed to determine the reference.

4. I need now set out the memorandum of settlement which settled all pending bonus disputes for the years 1956 to 1964 inclusive. Ext. 5 in this reference is an award passed by the Central Government Industrial Tribunal, Dhanbad, on January 13, 1966. That award is based on a settlement between the parties. The terms of settlement were:

- "(1) The Bank will pay and the workmen and non-workmen staff will receive a sum of Rs. 27 lakhs (Rupees twenty-seven lakhs only) in full and final settlement of all bonus claims covering the period from 1st January, 1956 to 31st December 1964, including any claims relating to Centenary Bonus.
- (2) The above sum of Rs. 27 lakhs will be allocated as to one-third thereof to Award-staff only and as to the remaining two-thirds to both the Award and non-Award staff, in both cases based on the basic salary paid over the period, namely, 1st January 1956 to 31st December 1964, and unrelated to any particular year.

Out of the above sum of Rs. 27 lacs an amount of Rs. 23.40 lacs approximately will be distributed to the Award staff, which would be 3.2% of the aggregate basic salaries received between 1st January 1956 to 31st December 1964. Basic salary include special and officiating allowances, if any. The balance approximately Rs. 3.60 lacs will be distributed to non-Award staff.

- (3) Payment of the above bonus on the above basic will be made to all members of the non-convenated staff, workmen and non-workmen, to include ex-Lloyds and ex-Grindlays Staff or their legal representatives.
- (4) The amount agreed to be paid hereinabove shall be disbursed only on the employees executing a receipt in the form appended hereunder discharging the Bank from all liability for payment of bonus for the years in question and any liability in respect of Centenary Bonus.
- (5) The payment of the above bonus will be made on or before 25th January, 1966.
- (6) Employees otherwise eligible but not in service on the date of payment of bonus mentioned above and legal representatives of eligible deceased employees will be entitled to be paid bonus in terms of the Agreement only provided they apply for the same within twelve months from the date of payment mentioned in Clause 5 above.
- (7) The parties are agreed that they will apply to the Central Government Industrial Tribunal, Dhanbad, before whom references relating to bonus for the year 1962 and Centenary Bonus are pending, to make Awards in terms of this Settlement.
- (8) The parties agree that this Settlement shall not be taken as the basis or govern the principle for the determination of bonus in future, but nevertheless this Settlement shall be final and binding on the parties as regards bonus claims for the years 1956 to 1964 (both inclusive) and any claim relating to Centenary Bonus, as also regards qualifications for eligibility and procedure as set out above."

(The form of receipt mentioned in the terms quoted above has been omitted by me).

In spite of the fact that the bonus dispute for the years 1956 to 1964 had been fully and completely settled by the Memorandum of Settlement (Ext. 5), the Settlement was not treated as a closed chapter and this tribunal was asked to reopen that chapter in order to find out the amount of excess over the allocable surplus, if any, to be set on in terms of Section 15 of the Payment of Bonus Act from the years 1964 to the year 1965. This claim was sought to be buttressed up with the argument that the Payment of Bonus Act had effect in respect of the accounting year commencing on any day in the year 1964 and in respect of every subsequent accounting years and in as much as the claims for bonus for the years 1956 to 1964 had not been settled in terms of the provisions of the Payment of Bonus Act but on an ad hoc basis, it would be open to this tribunal to re-examine the situation and find out the amount, if any, to be set on from the year 1964, in spite of the settlement.

5. I am unable to uphold this argument. It is true that there is no estoppel against statutes. But this does not mean that a party may not waive a right conferred by law. The parties were conscious of the fact that the settlement was made on principles which were not in accordance with the principle under the Payment of Bonus Act. In clause 8 of the settlement, it was specifically stated:

"The parties agree that the settlement shall not be taken as the basis and governing principle for the determination of bonus in future but nevertheless the settlement shall be final and binding on the parties as regards the bonus claims for the years 1956 to 1964 (both inclusive)...."

It is too late now to go behind the settlement in an attempt to squeeze out there from something more to be set on to the year 1965. I, therefore, over-rule the claim of the workmen so far as they want me to rip open the settlement (Ext. 5) and to try to find out therefrom the sum, if any, available for being set on to the year 1965.

6. Before I proceed further, I need, at this stage, find out the meaning of the expressions "allocable surplus" and "set on", used in the order of reference. These are statutory expressions defined in the Payment of Bonus Act. The definition of "allocable surplus" attracts the definition of "available surplus", which I need explain first of all. Section 2(6) of the Payment of Bonus Act (hereinafter referred to as the Act) defines, "available surplus" as "available surplus computed under section 5". Turning now to Section 5 of the Act, the

computation of available surplus, it appears, is directed to be made in the following manner:

“The available surplus in respect of any accounting year shall be the gross profits for that year after deducting therefrom the sums referred to in Section 6.”

That requires examination of Section 6 of the Act:

“The following sums shall be deducted from the gross profits as prior charges, namely:

- (a) any amount by way of depreciation admissible in accordance with the provisions of sub-section (1) of section 32 of the Income-tax Act, or in accordance with the provisions of the agricultural income-tax law, as the case may be:

Provided that where an employer has been paying bonus to his employees under a settlement or an award or agreement made before the 29th May, 1965, and subsisting on that date after deducting from the gross profits notional normal depreciation, then, the amount of depreciation to be deducted under this clause shall, at the option of such employer (such option to be exercised once and within one year from that date) continue to be such notional normal depreciation;

- (b) any amount by way of development rebate or development allowance which the employer is entitled to deduct from his income under the Income-tax Act;
- (c) subject to the provisions of section 7, any direct tax which the employer is liable to pay for the accounting year in respect of his income, profits and gains during that year;
- (d) such further sums as are specified in respect of the employer in the Third Schedule.”

Section 6, it appears, leaves a good deal to the Third Schedule of the Act, to which reference will be made in proper time. The expression “gross profits” as used in Sections 5 and 6 of the Act, quoted above, has to be computed, as stated in Section 4 of the Act, in the manner specified in the First Schedule of the Act. I shall refer to the relevant portions of the First Schedule in proper context. In the background of the meaning of the word “Available surplus”, the expression “allocable surplus” is defined in Sub-section (4) of Section 2 of the Act as:

“allocable surplus” means—

- (a) in relation to an employer, being a company (other than a banking company) which has not made the arrangements prescribed under the Income-tax Act for the declaration and payment within India of the dividends payable out of its profits in accordance with the provisions of Section 194 of that Act, sixty-seven per cent of the available surplus in an accounting year.

- (b) in any other case, sixty per cent. of such available surplus,

and include any amount treated as such under sub-section (2) of section 34;

7. In short, it is first of all necessary to find out the “gross profit for the purpose of bonus,” calculated, in respect of Banking Companies, in the manner specified in the First Schedule to the Act. From the gross profit, thus arrived at, certain deductions are to be made as in Sections 5 and 6 read with the Third Schedule of the Act, in order to compute the figure of “available surplus”. Sixty per cent of the available surplus is the “allocable surplus” for Banking Companies. Now, once the allocable surplus is ascertained, the limits of minimum and maximum bonus are controlled by sections 10 and 11 of the Payment of Bonus Act which are set out below:

“10. Subject to the provisions of section 8 and 13, every employer shall be bound to pay to every employee in an accounting year a minimum bonus which shall be four per cent. of the salary or wage earned by the employee during the accounting year or forty rupees, whichever is higher, whether there are profits in the accounting year or not:

· Provided that where such employee has not completed fifteen years of age at the beginning of the accounting year, the provisions of this section shall have effect in relation to such employee as if for the words “forty rupees”, the words “twenty-five rupees” were substituted.

11. (1) Where in respect of any accounting year the allocable surplus exceeds the amount of minimum bonus payable to the employees under section 10, the employer shall, in lieu of such minimum bonus, be bound to pay to every employee in the accounting year bonus which shall be an amount in proportion to the salary or wage earned by the employee during the accounting year subject to a maximum of twenty per cent. of such salary or wage.

(2) In computing the allocable surplus under this section, the amount set on or the amount set off under the provisions of section 15 shall be taken into account in accordance with the provisions of that section.

8. For the purpose of this reference I need also set out the definition of the expressions 'set on' of allocable surplus as in Section 15 of the Act:

"15. (1) Where for any accounting year the allocable surplus exceeds the amount of maximum bonus payable to the employees in the establishment under section 11, then, the excess shall, subject to a limit of twenty per cent. of the total salary or wage of the employees employed in the establishment in that accounting year, be carried forward for being set on in the succeeding accounting year and so on upto and inclusive of the fourth accounting year to be utilised for the purpose of payment of bonus in the manner illustrated in the Fourth Schedule.

(2) * * * *

(3) The principle of set on ** as illustrated in the Fourth Schedule shall apply to all other cases not covered by sub-section (1) or sub-section (2) for the purpose of payment of bonus under this Act.

(4) Where in any accounting year any amount has been carried forward and set on ** under this section, then, in calculating bonus for the succeeding accounting year, the amount of set on ** carried forward from the earliest accounting year shall first be taken into account."

9. I need now decide the first two items in Schedule I of the order of reference. The points for my consideration are, whether there is any allocable surplus under the Payment of Bonus Act 1965 in respect of the Bank's accounting year 1966 and if so, what is the amount of such allocable surplus and whether any amount is to be carried forward for being set on under Section 15 of the said Act to the accounting year 1966 and if so what is the amount.

10. I have already held that the accounting year 1964 is now a closed chapter. Nothing has to be set on from that year. For the year 1965, the employees received the maximum bonus provided under the Act, namely 20%. The short question for determination is whether there was any amount left to be set on to the accounting year 1966. because such an amount would go to augment the allocable surplus for 1966.

11. The parties fought at length over the amount, if any, to be set on from the year 1965 to the year 1966. At last, that point was settled, on the basis of a notice by the Bank management, dated October 4, 1967, agreeing to set on a sum of Rs. 10.23 lakhs from the year 1965. That notice is Annexure H to the written statement filed by the employees and the material portion thereof is set out below:

"Discussions were held between the Bank's representatives and the representatives of the employees during September 1967 over the question of bonus. During the discussions, without prejudice to the Bank's contentions and with a view to putting an end to differences the Bank accepted the contention of the employees' representatives in respect of actual Head Office Administration Charges as conveyed in the Federation's letter of 12th September, 1967.

In order to avoid controversy and after discussions the Bank also adopted the definition of 'working funds' as given in paragraph 65 of the Sastri Award in calculating notional Capital and Reserves.

As a result of the above two changes the 'Set-on' figure for 1965 stands at Rs. 10.23 lacs which together with the allocable surplus for 1966 of Rs. 33.10 lacs provides a bonus payable according to the revised calculation at 4.76% which is being rounded off to the advantage of the employees to 5% as agreed with the employees' representatives."

The terms of settlement filed before this tribunal are:

Without prejudice to the respective contentions of the parties as to the amount to be set on to the year 1966 from the allocable surplus of the year 1965, it is agreed that the said sum shall be taken to be Rs. 10,23,000/-, on the basis of the notice issued by the Bank dated October 4, 1967 (vide Annexure H to the written statement filed by the employees). This agreement is made without admitting the respective calculations filed by the parties, the documents relied on by them and the arguments raised in support in respect of the figure to be set on from 1965 to 1966.

Since this point now stands settled, I need pass an award, so far as item 2 of the schedule to the order of reference is concerned, on terms as agreed upon. That is what I do.

12. I now turn to the point how much was the allocable surplus, if any, in the year 1966 and what was the percentage of salary payable as bonus, in the accounting year 1966.

13. The employer Bank, along with its letter dated July 26, 1967, furnished calculations for the year 1966 (enclosure to Annexure C to the written statement of the workmen). The material portion of the calculation is set out below:

(In lacs)

Net published profit	67.39
<i>Add back</i>	
Bonus paid to employees for 1965	13.27
Bonus paid to employees for 1966	19.52
Depreciation on fixed assets	1.89
Donations	0.15
Capital Expenditure	15.41
	<u>50.24</u>
	117.63
Actual H.O. administration expenses	43.10
	<u>160.73</u>
<i>Deduct</i>	
H.O. administration expenses allocable to India	48.40
	<u>112.33</u>
<i>Less Prior charges</i>	
Statutory depreciation	12.79
7½% of notional capital	21.11
5% of notional reserve	17.47
Transfer under 11(2)(b)(ii)	13.48
	<u>64.83</u>
Available surplus	47.48
Allocable surplus 60%	28.48
Set on from the year 1965	1.18
	<u>28.66</u>
Rate of bonus	11.75%

14. Mr. A. K. Bose, an administrative officer of the Bank, who deals with account matters in the Chief Manager's office gave evidence in this reference, on behalf of the management. He was examined on the enclosure to Annexure C above set out. He said:

(a) The figure against depreciation on fixed asset has been obtained from Income tax assessment order.

(b) The figure against heading 'capital expenditure' has been obtained from Income tax assessment order.

He was not accurate in his evidence, as appears from the following concession made by Mr. B. Das, learned counsel for the Bank, recorded in my order dated February 6, 1969, the material portion from which is set out below:

"I wanted to satisfy myself as to whether figures actually appeared in the relevant Income Tax assessment orders. Mr. Das, learned Counsel for the Bank, to-day admitted that the figures against depreciation on fixed assets and the figure against capital expenditure in the two enclosures do not appear from the relevant assessment orders."

Witness, A. K. Bose, also prepared a computation sheet for the year 1966 (Ext. 7a), by which he sought to explain the enclosure to Annexure C. The relevant portion of the said computation is set out below:

- "The item Bonus paid to "employees" for 1965 is in respect of item 3(a) of the First Schedule and the amount of Rs. 13.27 lacs represents the amount of bonus paid to employees in respect of the previous accounting year; the amount has been compiled from the information obtained from the branches.
- The item Bonus to "employees" for 1966 is in respect of item 2(a) of the First Schedule and the amount of Rs. 19.52 lacs has been compiled from the information obtained from the branches.
- The item "Depreciation on fixed assets" is item 2(b) of the First Schedule and the amount of Rs. 1.89 lacs is the amount which has been charged to the Profit and Loss account.
- The item "Donations" is item 3(b) of the First Schedule and the amount of Rs. 0.15 is the amount of donations in excess of those admissible under the Income Tax Act.
- The item "Capital Expenditure" is the item 3(c) of the First Schedule and the amount of Rs. 15.41 lacs is the total amount of expenses which are of a capital nature i.e. those items which are added back in the Bank's income Tax assessment as items of capital nature.
- The amount of Rs. 43.10 lacs appearing against "Actual H. O. Administration expenses" is the amount which has been charged to the Profit and Loss Account in respect of Head Office Administration Expenses shared by the Indian business of the bank. The figure has been advised by Head Office and debited to Profit and Loss Account.
- The item "deduct: H. O. administration expenses allocable to India" is item 6(c) of the First Schedule and the amount of Rs. 48.40 lacs has been arrived at on the basis of Footnote (3) of the First Schedule. The detailed calculation has been shown under the heading "Calculation of Capital H. O. Administration Expenses allocable to India."
- The figure of Rs. 112.33 lacs is item 7 of the First Schedule and has been arrived at by adding the "Add back" items by deducting the item of deduction, e.g. H. O. Administration Expenses allocable to India.
- The amounts shown under "Prior charges" are the sums deducted from the Gross Profits as prior charges under Section 6 including items deductible under the Third Schedule.
- The item "Statutory Tax deduction" is total amount of depreciation allowable under the Income Tax Act and has been included in the prior charges in terms of Section 6(a) of the Act.
- The item "7½% of notional capital" is sub-item (ii) of the proviso to item 2 of the Third Schedule and has been calculated on the basis of the figures appearing in the published Indian Balance Sheet and the published World Balance Sheet—the detailed calculation is shown in the attached sheet marked 'B'.
- The item "5% of notional capital" is sub-item (iii) of the proviso to item 2 of the Third Schedule and has been calculated on the basis of the figures appearing in the published Indian Balance Sheet and the published World Balance Sheet. The detailed calculation is shown in the attached sheet marked 'B'.
- The item "transfer u/s 11(2)(b)(ii)" is item (iv) of the proviso to item 2 of the Third Schedule and represents the deposit made by the bank to comply with the requirements of Section 11(2)(b)(ii) of the Banking Regulation Act."

Some of the figures given in the enclosure to Annexure C and in Ext. 7(a) are either incorrect or taken on apriori basis, for example,—

- (i) The addition of 43.10 lacs as actual Head Office administration expenditure is not permissible under the First Schedule.
- (ii) The sum of 48.40 lacs added as head office administration expense allocable to India has not been calculated in accordance with Foot-note (3) in the First Schedule, as the calculation hereinafter will show.
- (iii) The 7½% deduction on notional capital and 8 per cent. deduction on notional reserve have not been correctly calculated. This will appear from calculations hereinafter appearing.

15. On behalf of the employees attempt was made to make a calculation of bonus, on the materials supplied to them by the Bank management. That calculation for the year 1966 is an enclosure to Annexure L to the written statement filed by the employees and the material portion therefrom is set out below:

Net published profits		Rs. 67,39,000
<i>Add back</i>		
(a) Bonus paid	38,68,000	
(b) Depreciation	1,89,000	
(c) Donations	15,000	
(d) Capital Expenditure	15,41,000	
(e) H.O. Adm. Expenses	43,10,000	99,23,000
		<hr/> 1,66,62,000
<i>Less Prior Charges</i>		
(a) Depreciation	1,89,000	
(b) 7.5% of Notional Capital	18,83,987	
(c) 5% of Notional Reserve	15,55,242	
(d) H.O. Adm. Expenses	43,10,000	79,38,229
		<hr/> 87,23,771
Allocable surplus @ 60%		52,34,262
Amount of set on from the year 1965		41,76,560
		<hr/> 94,10,822

The above calculation also suffers from multiple infirmities. It is a calculation neither in the prescribed form in the First Schedule nor in the prescribed form of the Third Schedule of the Act and is an attempted incorrect amalgum of the two forms. In substance also the calculation is wrong. For example, 38.68 lakhs were taken as bonus paid to employees for the year 1966 in place of 19.52 lakhs as admitted by the employers. It will be presently seen that there is little basis for the figure 38.68 lakhs. The figure against Head Office expenditure is also taken on apriori basis. The figure of depreciation also stands on no better footing.

16. I have, therefore, to discard the calculations both in enclosure to Annexure C and in enclosure to Annexure L of the written statement of the employees and make a calculation of my own. Before, however, I do that I have to clear the ground of certain arguments advanced by the parties in support of their respective calculations. In support of the calculation for the year 1966, both the management and the workmen wanted to add back a sum of Rs. 1.89 lakhs as depreciation on fixed assets. The management, however, sought to subtract a sum of Rs. 12.79 lakhs as Statutory depreciation, but the workmen wanted to subtract only 1.89 lakhs under that head. Now, Section 6 of the Payment of Bonus Act provides for sums deductible from gross profits. Under clause (a) of Section 6 "any amount by way of depreciation admissible in accordance with the provisions of Sub-section (1) of Section 32 of the Income Tax Act or in accordance with the provisions of the Agricultural Income Tax Law as the case may be, shall be deducted as prior charges". Under item 2(b) of the First Schedule an amount of depreciation has also to be added back. The sum to be deducted under Section 6(a) and the sum to be added under item 2(b) of the First Schedule as depreciation are not identical sums. What is to be added is the commercial depreciation in the profit and loss account. What is to be deducted under Section 6(a) is the Statutory depreciation under Section 32 of the Income Tax Act.

17. The term 'depreciation' is employed by accountants to indicate the gradual and inherent diminution both in value and usefulness of those assets, which by reason of their nature and uses cannot endure for ever. Usually, depreciation is effected by writing off each year a fixed percentage of the original cost to the debit of Profit and Loss account. Alternatively, a fixed percentage of the balance of the assets account is written off each year. It is this figure which is to be added under item 2(b) in the First Schedule and not the Statutory depreciation figure, which is to be deducted under Section 6(a) of the Payment of Bonus Act.

18. In the Profit and Loss Account of the Indian branches for the year ending December 1966 (Ext. 2), there is an amount of Rs. 22.40 lakhs shown as "depreciation on and repairs to the Banking Companies properties". In the computation sheet for bonus for the year 1966, Ext. 7(a), it was, however, stated:

"The item depreciation on the fixed assets is item 2(b) of the First Schedule and the amount of Rs. 1.89 lakhs is the amount which has been charged in the Profit and Loss Account."

A. K. Basu, witness for the Bank, was not cross-examined on the above statement in Ext. 7(a). Depreciation and repairing costs are lumped together, in Ext. 2, and I cannot take the whole of Rs. 22.40 lakhs as the figure for depreciation only. The separation of the depreciation figure from the cost of repairs is only to be found in Ext. 7(a), which stands uncontradicted. I am, therefore, compelled to accept the figure Rs. 1.89 lakhs as the figure to be added under item 2(b) of the First Schedule for want of better evidence. I have, on the other hand, to deduct Rs. 12.79 lakhs, evidenced by Ext. 12 (certificate granted by the Income Tax Officer), as the figure of Statutory depreciation under Section 6(a) of the Act.

19. The amount of donation, under item 3(b) of the First Schedule, was taken to be 15,000/- by the Bank. The employees did not thoughtlessly dispute the figure. In the computation figure, Ext. 7(a), it was stated:

"The item donation is item 3(b) of the First Schedule and the amount of Rs. 0.15 lakhs is the amount of donation in excess of those admissible under Income Tax Act."

In Ext. 12 (certificate granted by the Income Tax Officer), however, donation under Section 88 of the Income Tax Act, was said to be Rs. 3020 only. In giving information under Section 24(1) of the Payment of Bonus Act, Mr. Das, learned Counsel for the Bank, stated that the total amount of donation, in the year 1966, amounted approximately to Rs. 25,000/- and not exceeding in any event Rs. 26,000/- Now, if the sum of Rs. 3020/- be deducted from Rs. 26,000/- the remainder is Rs. 22,980/- or in round sum Rs. 23,000/- which is the amount which should be added back as donation and not Rs. 15,000/- only.

20. Then again, Rs. 15.41 lakhs were added back both by the employer Bank and the employees, in item 3(c) of the First Schedule, as capital expenditure. Now, the schedule permits add back of capital expenditure "if and to the extent charged in Profit and Loss Account". Ext. 2, the relevant Profit and Loss account, does not contain any head of capital expenditure. In Ext. 7(a), the computation sheet, the figure Rs. 15.41 lakhs, as capital expenditure was stated to be the figure which was "added back in the Bank's Income Tax assessment as items of capital nature". That was also the evidence of the Bank's witness A. K. Basu. I have already indicated that in this statement, witness A. K. Basu was not correct. Equally incorrect is the statement in Ext. 7(a). Although that is so, information was obtained, under Section 24(1) of the Act, in respect of capital expenditure. That information, as recorded on January 30, 1969, also goes to show that the amount of capital expenditure was Rs. 15.41 lakhs. I, therefore, accept Rs. 15.41 lakhs as the amount of capital expenditure, under item 3(c) to the First Schedule, for want of better evidence.

21. I need next consider the argument on add backs, under heading of Bonus as in items 2(a) and 3(a) of the First Schedule. "Provision for bonus to employees", in the year 1966, as in item 2(a), does not appear separately in Ext. 2 the Indian Balance sheet and Profit and Loss Accounts. The amount may be included under heading "Salaries and Allowances" or under heading "other expenditure", in the Profit and Loss Account (Ext. 2). The employer Bank claimed an add back of Rs. 19.52 lakhs as bonus paid to the employees for the year 1966. But the employees claimed an add back of Rs. 38.66 lakhs under the same head. This huge difference is explained by the employees as hereinafter stated. They say that the sum of Rs. 38.66 lakhs is the amount of bonus which became payable for the year 1966, at the rate of 13% of the wages. Out of the said sum, an

amount of Rs. 19.52 lakhs only was paid in the year 1966. The remainders was paid in the next year. The management, however, stated, both in the rejoinder and in the information supplied under Section 24(1) of the Act, that, in the year 1966, the sum of Rs. 19.52 lakhs only was paid as bonus. About Rs. 38.66 lakhs, there is little evidence. This apart, between bonus paid and bonus payable, there is a lot of difference. The entire controversy between the stand taken by the employer Bank and the employees is due to the fact that while the employer Bank emphasised upon what was paid, the employees emphasised upon what was payable. In my opinion, "provision for bonus" as in item 2(a) of the First Schedule, means the amount provided for in a year for payment of bonus and does not mean the amount of bonus that may be payable but not provided for in a particular year of account. I, therefore, propose to add back only Rs. 19.52 lakhs against item 2(a).

22. The Bank wanted an "add back of a further sum of Rs. 13.27 lakhs under item 3(a) being bonus paid to employees for the year 1965". I am unwilling to permit the Bank to do that at this stage. The amount for 1965 has been settled on an *ad hoc* basis and a figure of set on has been agreed upon. That must not be reopened now and a sum, out of 1965 account, must not be allowed to adulterate the account of 1966.

23. Turning now to the figures of deductions, it will appear from the enclosure to Annexure C for 1966 that the Bank claimed a deduction of Rs. 48.40 as Head Office administration expenses allocable to India. The employees were prepared to allow upto Rs. 43.10 lakhs under this head. Now, item 6(c) of the First Schedule reads:

"In case of Foreign Banking Companies proportionate administrative (over-head) expenses of Head Office allocable to India business (see foot-note No. 3)".

The calculation in item 6(e) has to be done in accordance with the foot-note No. 3 which reads:

"In the proportion of Indian Gross Profit (item No. 7) to Total World Gross Profit (as per consolidated Profit and Loss Account, adjusted as in item No. 2 above only)."

If an attempt be made to calculate the Head Office expenditure as above, then the calculation will be like this:

		Rs. in	hs
Net profit as shown in Profit and Loss Account		67.39	
Bonus to employees	19.52		
Depreciation	1.89	21.41	
	Indian Gross Profit	88.80	
World Gross profit £ 1,229,800		258.26	
Bonus to employees	19.52		
Depreciation	1.89	21.41	
		279.67	

Let X be the Head office Administrative Expenses allocable to India, then

$X = (88.80 - X) \times 20.52$ (Head office Administrative expenses as in Annexure C to employees written statement)

279.67

=Rs 23.88 lakhs.

The Gross profit in the First Schedule, for the year 1966 will thus have to be calculated in the manner hereinafter shown:

Item No.	Particulars	Amount of Sub-items	Amount of Main items
		In lakhs	In lakhs
1.	Net Profit as shown in the Profit and Loss Account after making usual and necessary provisions	..	67.39
2.	Add back provision for:		
	(a) Bonus to employees	19.52	
	(b) Depreciation	1.89	
	(c) Development Rebate Reserve	..	
	(d) Any other reserves	..	
		21.41	

Item No.	Particulars	Amount of Sub-items	Amount of Main-items
3.	Add back also:		
(a)	Bonus paid to employees in respect of previous accounting years . . . . .	..
(b)	Donations in excess of the amount admissible for income-tax	0.23	
(c)	Capital expenditure (other than capital expenditure on scientific research which is allowed as deduction under any law for the time being in force relating to direct tax) and capital losses (other than losses on sale of capital assets on which depreciation has been allowed for income-tax)	15.41	
(d)	Any amount certified by the Reserve Bank of India in terms of sub-section (2) of Section 3A of the Banking Companies Act, 1949 . . . . .	..
(e)	Losses of, or expenditure relating to, any business situated outside India . . . . .	..
		15.64	
4.	Add also Income, profits or gains (if any) credited directly to published or disclosed reserves, other than—		
(i)	Capital receipts and capital profits (including profits on the sale of capital assets on which depreciation has not been allowed for income-tax) . . . . .	..
(ii)	profits of, and receipts relating to, any business situated outside India . . . . .	..
(iii)	income of foreign banking companies from investments outside India . . . . .	..
		Nil	
5.	Total of Item Nos. 1, 2, 3 & 4 . . . . .	..	104.44
6.	Deduct:		
(a)	Capital receipts and capital profits (other than profits on the sale of assets on which depreciation has not been allowed for income-tax) . . . . .	..
(b)	Profits of, and receipts relating to, any business situated outside India . . . . .	..
(c)	Income of foreign banking companies from investments outside India . . . . .	..
(d)	Expenditure or losses (if any) debited directly to published or disclosed reserves other than		
(i)	capital expenditure and capital losses (other than losses on sale of capital assets on which depreciation has not been allowed for income-tax) . . . . .	..
(ii)	losses of any business situated outside India . . . . .	..
(e)	In the case of foreign banking companies proportionate administrative (overhead) expenses of Head office allocable to Indian business	23.88	
(f)	Refund of any excess direct tax paid for previous accounting years and excess provision, if any, of previous accounting years, relating to bonus, depreciation, or development rebate, if written back. . . . .	..
(g)	Subsidy, if any, received from Government or from any body corporate established by any law for the time being in force . . . . .	..
	Total of Item No. 6	23.88	
7.	Gross profits for purposes of bonus (Item No. 5 minus Item 6)		80.56

Having arrived at the figure of the Gross Profit, it is next to be seen what sums are deductible therefrom. The first item of deduction is Rs. 12.79 lakhs as depreciation under Section 6(a) of the Act (vide Ext. 12). The other items of depreciation are under Item 2 of the Third Schedule to the Act. The instant case is one of a Foreign Banking Company. Therefore, the proviso to item 2 need only be considered.

24. The employer Bank annexed one calculation of return on Notional capital and Notional reserve attributable to India. This is annexed to Ext. 7(a). The employees filed another calculation, which is Ext. B(1). In my opinion, the calculation submitted by the employers should not be accepted. My reasons are hereinafter stated. The expression "Working fund" has been defined in K. C. Sen's award (Page 17) as consisting of "Paid up capital, Reserve and Deposits". In the Sastry award on Banking Disputes, the same term has been defined (Page 1989) to be "Paid up Capital, Reserve and average of the deposits for 52 weeks of each year". In the notice dated October 4, 1967 (Annexure H to the written statement of the employees) the employer Bank accepted the definition of working fund, as in the Sastry award, as the correct basis of calculation for Notional Capital and Reserve. Although expressing that opinion in Ext. H, in calculating the Indian working fund the Bank included (a) borrowings from other Banking Companies, (b) Bills payable and (c) Balance of Profit and Loss Account under the working fund over and above the deposits. This is not permissible under the definition of working fund given above. For the aforesaid reason, I discard the calculations given in the Annexure to Ext. 7(a). Calculations in Ext. B(1) do not suffer from infirmities indicated above and are in consonance with the definition of working fund, as in the awards. I propose to proceed on the basis thereof.

25. In so doing, the position of the total amount available for payment of bonus is:—

	Rs. in lakhs	Rs. in lakhs
Gross Profit as per First Schedule . . . . .	..	80.56.
<i>Deduct</i>		
I. Prior charges as per Sec. 6 of the Payment of Bonus Act.		
(a) Depreciation admissible as per provision of 32(1) of the I/Tax Act	12.79	
(b) Development rebate/allowance under the I/Tax Act . . . . .	..
(d) Any direct tax payable . . . . .	..
II. Further sums as per Third Schedule, Item No. Proviso		
(i) * * * * *		
(ii) 7.5 percent of such amount as bears the same proportion to its total paid up equity share capital as its total working funds in India bear to its total world working funds	18.83	
(iii) 5 per cent of such amount as bears the same proportion to its total disclosed reserves as its total working funds in India bear to its total world working funds	15.55	
(iv) any sum which, in respect of the accounting year, is deposited by it with the Reserve Bank of India under sub-clause (ii) of clause (b) of sub-section (2) of section 11 of the Banking Companies Act, 1949, not exceeding the amount required under the aforesaid provision to be so deposited	13.48	
	60.65	60.65
Available Surplus		19.91

The allocable surplus is now to be worked out in the following manner:

Available surplus	19.91 lakhs
Allocable surplus (60% of the available surplus)	11.94 lakhs
Add the amount set on from the year 1965	10.23 lakhs
Total amount available for Payment of bonus	22.17 lakhs

Now, the total wages payable to the employees during the accounting year 1966 was admittedly Rs. 243.95 lakhs. The maximum bonus at the rate of 20 per cent

payable on the aforesaid amount works out at Rs. 48.79 lakhs. This cannot be paid out of Rs. 22.19 lakhs. The 18 per cent bonus which was paid or agreed to be paid consumes about 43.92 lakhs, which is also more than the amount available for payment of bonus and leaves no surplus to be set on to 1967. The available sum would have entitled the employees to little over 9 per cent of the wages as bonus. The Bank agreed to pay or paid them at the rate of 18 per cent. It is not for me to interfere with what the Bank had willingly agreed to pay. But I cannot thereafter calculate an amount of set on from year 1966 to the year 1967.

25. In the result, my answer to the questions referred to this Tribunal are:

1. Whether there is any allocable surplus under the Payment of Bonus Act, 1965, in respect of Bank's accounting year 1966 and if so, what is the amount of such allocable surplus?

Rs. 11.94 lakhs.

2. Whether any amount has to be carried forward to be set on under Section 13 of the said Act in the accounting year 1966 and if so, what is the amount?

Rs. 10.23 lakhs on the basis of compromise agreement.

3. What is the percentage of the salary is payable as bonus to the employees of the Bank in respect of the year 1966 under the said Act taking the amount available for bonus for payment?

Rs. 11.94 + 10.23 lakhs = 22.17 lakhs.

The employees are entitled to little over 9 per cent but they have been paid 18 percent being much more than what the law entitled them.

4. Whether any amount has to be carried forward for being set on under Section 15 of the said Act in the accounting year 1967, and if so, what is the amount.

Nil.

5. What reliefs, if any, the Bank or the workmen are entitled to?

Apart from the relief indicated in paragraph 11 hereof, on the basis of agreement, employees are entitled to no other relief.

This is my award.

Before I leave this award, I desire to make certain observations. The Indian Balancesheet and the Profit and Loss Account of the employer Bank is not enough speaking or enough revealing for the purpose of calculation of bonus. Since the employer Bank is a Banking Company and since the audited accounts cannot be allowed to be questioned, it leaves the employees at disadvantage unless, of course, they may extract all the relevant information under Section 24(1) of the Act. In the instant case, that difficulty was good deal felt because (A)(i) the provision for bonus to employees, (ii) the amount of depreciation and (iii) the amount of capital expenditure did not straightway appear from the Profit and Loss Account; (B) the deductions under item 2, provisos (ii) and (iii) had also to be laboriously worked out because there was little indication in the Balancesheet or the Profit and Loss Account for those figures. In future, in Balancesheets and Profit and Loss Accounts there should be explanatory notes attached, wherefrom the figures as required to be found out in respect of the First and Third Schedules would be readily available.

B. N. BANERJEE,

Dated, June 23, 1969.

Presiding Officer.

[No. 23/28/68/LRIII.]

New Delhi, the 7th July 1969

S.O. 2895.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the Punjab National Bank Limited and their workmen, which has received by the Central Government on the 28th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT:

Shri Gopal Narain Sharma—*Presiding Officer*.

CASE NO. CIT-12 OF 1969

Ref.—Government of India, Ministry of Labour and Employment Order
No. 24/34/68-LRI dated 28th November, 1968.

In the Matter of an Industrial Dispute

BETWEEN:

The Punjab National Bank Employees Association, New Delhi.

AND

The Punjab National Bank Limited, New Delhi.

Date of Award:

20th Feb., 1969.

AWARD

The Central Government by its order dated 28th November, 1968 referred the following dispute between the Punjab National Bank Limited, New Delhi and their workmen to this Tribunal for adjudications:—

“Whether the action of the management of the Punjab National Bank Ltd., New Delhi in terminating the services of Shri Mangal Chand, Peon, in their Baran Branch, with effect from the 29th October, 1968 was justified? If not, to what relief is the workman entitled?”

During the pendency of proceedings the parties mutually settled the dispute and an application was filed by the workman Shri Mangalchand praying for treating the dispute as settled. The contents of his application are as under:—

1. That statement of claim on behalf of the workman concerned was sent by the General Secretary, All India Punjab National Bank Employees Association in duplicate by post.
2. That after the submission of the State of Claim the undersigned discussed the matter with the management and the dispute has been mutually settled whereby Shri Mangal Chand will be appointed as a Peon (Probationer) as first preference in the office which the bank opens in Central circle as early as possible.
3. That in view of mutual settlement as per para 2 above we withdraw the dispute and be treated as settled.

The settlement appears to be fair and just. An award in terms of the settlement mentioned above is therefore passed. It may be submitted to the Central Government for publication.

GOPAL NARAIN SHARMA,
Presiding Officer.

Central Government Industrial Tribunal,
Rajasthan, Jaipur.

[No. 23/15/68/LRIII]

S.O. 2896.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the Punjab National Bank Limited and their workmen, which was received by the Central Government on the 28th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT:

Shri Gopal Narain Sharma—*Presiding Officer*.

Case No. CIT-12 of 1969

Ref.—Government of India, Ministry of Labour and Employment, New
Delhi Order No. 24/34/68-LRI dated 28th November, 1968.

In the Matter of an Industrial Dispute

Between

The Punjab National Bank Employees Association, Ajmer.

AND

The Punjab National Bank Limited, New Delhi.

Date of Award:

22nd January, 1969.

AWARD

The Central Government by its order dated 28th November, 1968 referred the following dispute between the Punjab National Bank Limited, New Delhi and their workmen to this Tribunal for adjudication:—

"Whether the termination of the service of Shri Kana Ram, Probationer peon, P. O. Rajgarh with effect from 10th July, 1967 by the management of the Punjab National Bank Limited was justified? If not, to what relief is he entitled?"

During the pendency of proceedings the parties mutually settled the dispute out of Court and a joint application was filed praying for passing an award in terms of the settlement arrived at. The terms of the settlement are as under:—

- (1) That the above-named parties to the dispute after mutual discussions in the matter have arrived at a settlement to the effect that the Bank will appoint Shri Kana Ram afresh as a Probationer Peon in a future vacancy in any office in Rajasthan and that this will be in full and final settlement of his claim against the Bank.

The settlement appears to be fair and just. Hence an award in terms of the settlement mentioned above is passed. It may be submitted to the Central Government for publication.

GOPAL NARAIN SHARMA,
Presiding Officer,
Central Government Industrial Tribunal
Rajasthan, Jaipur.
[No. 51/65/67/LRIII]

ORDERS

New Delhi, the 5th July 1969

S.O. 2897.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of the Indian Bank Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Delhi constituted under section 7A of the said Act

SCHEDULE

Whether the actions of the management of the Indian Bank Limited, New Delhi in not confirming Shri Satish Chandra Gupta, Peon with effect from 1st January, 1968, and in terminating his services with effect from the 28th March, 1969, were justified? If not, to what relief is the workman entitled?

[No. 23/33/69-LRIII.]

S.O. 2898.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Allahabad Bank Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. P. Gupta shall be the Presiding Officer, with headquarters at Allahabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- "(i) Whether the action of the management of Allahabad Bank Limited in terminating the services of Shri Chhotey Lal, Ex-garden Coolie in Sitapur Branch is justified?
- (ii) Whether the action of the management in not paying him the scales of wages and allowance admissible to subordinate staff in the bank is justified?
- (iii) If not, to what reliefs is the workman entitled?"

[No. 23/136/68-LRIII.]

New Delhi, the 7th July 1969

S.O. 2899.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri P. P. R. Sawhny shall be the Presiding Officer, with headquarters at Chandigarh and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- "Whether the action of the management of the Punjab National Bank Limited in redesignating Shri D. S. Pathania a workman in the Kangra Branch as Bill Collector-cum-Daftri and fixing his special allowance at Rs. 15 p.m. is justified? If not, to what relief is he entitled?"

[No. 23/62/68/LRIII.]

S.O. 2900.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Thiru B. S. Somasundaram shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- "Whether the action of the Punjab National Bank Limited, Madras in deducting all leave except casual leave for purposes of determining the amount of privilege leave due to workman is justified? If not, to what relief is the workmen entitled?"

[No. 23/133/68/LRIII.]

New Delhi, the 8th July 1969

S.O. 2901.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central

Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

- "(1) Whether Shri Om Prakash Tuteja, Godown Keeper at Akaltara Godown Centre under Bilaspur office of the Punjab National Bank Limited was eligible to be confirmed in the Bank's Service and if so from what date?
- (2) Whether the termination of employment of Shri Om Prakash Tuteja, Godown Keeper at Akaltara Centre under Bilaspur Office of the Punjab National Bank Limited with effect from the 1st August, 1968, was legal and justified? If not, to what relief is he entitled?"

[No. 23/67/69/LRIIL.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 7th July 1969

S.O. 2902.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act 1952 (35 of 1952), the Central Government hereby appoints the following officers of the Directorate General of Mines Safety as Inspectors of Mines subordinate to the Chief Inspector, namely:—

1. Shri P. Balasubramanian.
2. Shri A. Tathuvamurthy.
3. Shri S. K. Mukherjee.
4. Shri S. K. Samanta.
5. Shri A. C. Mondal.
6. Shri Ramswaroop Agrawal.

[No. 8/8/69-MI.]

J. D. TEWARI, Under Secy.

(Department of Labour and Employment)

New Delhi, the 7th July 1969

S.O. 2903.—In exercise of the powers conferred by sections 7 and 9 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3580, dated the 26th September, 1968, namely:—

In the said notification, under the heading "II. Representatives of Employers", for entry (5), the following entry shall be substituted, namely:—

- "(5) Shri Gurmel Singh, Assistant Commissioner (Land Reclamation), Department of Agriculture, New Delhi."

[No. 6(15)/68-LWI(1)]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 8th July 1969

S.O. 2904.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Rajasthan, Jaipur, in the industrial dispute between the employers in relation to the management of Bhankri Stone Quarry, Government of Rajasthan, Jainur and their workmen, which was received by the Central Government on the 28th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT:

Shri Gopal Narain Sharma—*Presiding Officer*.

CASE No. CIT-11 of 1969

Ref.—Government of India, Ministry of Labour & Employment, New Delhi
Order No. 24/34/68-LRI, dated 28th November, 1968

In the Matter of an Industrial Dispute

BETWEEN

The Bhankri Khan Mazdoor Union, Bhankri, Dausa

AND

The Bhankri Stone Quarry of Rajasthan State, Jaipur.

Date of Award:

20th January, 1969.

AWARD

The Central Government by its order dated 28th November 1968 referred the following dispute between the employers in relation to the Bhankri Stone Quarry of the Government of Rajasthan and their workmen to this Tribunal for adjudication:—

“Whether the action of the management in closing down Bhankri Stone Quarry with effect from the 25th July, 1965 and consequent retrenchment of workers from the said date is legal and justified? If not, to what relief are the said workmen entitled?”

When the case came up for hearing today Shri J. L. Shah appearing for the Bhankri Khan Mazdoor Union, Dausa has stated that the Union does not want to press the dispute and prayed for passing a no dispute award.

Hence, a no dispute award is passed accordingly. It may be submitted to the Central Government for publication.

GOPAL NARAIN SHARMA,
Presiding Officer,

Central Government Industrial Tribunal, Rajasthan, Jaipur.

[No. 36(30)/65-LR.IV.]

S.O. 2905.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of Shri O. Maheepathi, Arbitrator in the industrial dispute between the employers of contractors establishments in mines of Bikaner Gypsums Limited, and their workmen which was received by the Central Government on the 1st July, 1969.

ARBITRATION AWARD UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947

Before Shri O. Maheepathi, Deputy Chief Labour Commissioner (Central) and Arbitrator.

Arbitration in the industrial dispute

BETWEEN

The Contractors of M/s. Bikaner Gypsums Ltd.,

AND

Their Workmen, represented by the Gypsum Mine Workers Union and Rashtriya Gypsum Karamchhari Sangh, Bikaner.

PARTIES:

Representing employers:

1. Shri P. R. Joshi, M/s. K&C Daga Contractor, Bikaner.
2. Shri Fazal Shah, Contractor, P.O. Jamsar, Dist. Bikaner.
3. Shri Faiz Mohd., Contractor, P.O. Jamsar, Dist. Bikaner.
4. Shri Wazir Shah, Contractor, P.O. Jamsar, Dist. Bikaner.

5. Shri Dhanna Ram of M/s. C. L. Khichian, Contractor, P.O. Jamsar, Distt. Bikaner.
6. Shri Dhrupeo Mishra of M/s. Bachha Mishra, Contractor, P.O. Jamsar, Distt. Bikaner.

Representing Workmen:

1. Shri V. N. Gupta, Secretary, Gypsum Mine Workers Union, 19, Sethia Quarters, P.O. Bikaner, Distt. Bikaner.
2. Shri Dilbagh Singh, Vice-President, Rashtriya Gypsum Karamchari Sangh, P.O. Jamsar, Distt. Bikaner.

AWARD

By an arbitration agreement, dated 2nd February 1969 under Section 10A of the Industrial Disputes Act, 1947, the parties named above referred the following specific matters in dispute to my arbitration:—

- “(1) What should be the rate of wages at which different categories of piece-rated workers employed under the contractors should be paid for the number of days of leave earned by them during the years 1966, 1967, and 1968 and availed of?”

- (ii) How the rate of leave wages hereafter should be computed?”

The agreement also provided that the Arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between the parties. As the matter involved calculation of wages for three years and submission of detailed statements, the parties further agreed to extend the period within which the Arbitrator shall make his award up to the end of June, 1969.

2. On receipt of the arbitration agreement, the parties were requested to submit their statement of claims. While the Gypsum Mine Workers Union and Rashtriya Gypsum Karamchari Sangh filed their statements of claims, no statement was, however, filed by the employers. At the arbitration proceedings held on 15th March, 1969, at Bikaner, the employers were given time to file their statements and to furnish other information relating to the earnings of piece-rate workers during the years, 1966, 1967 and 1968 etc.

3. As will be seen from the specific matters in dispute, the point for decision is as to what should be the rate of wages at which different categories of piece-rated workers employed under the contractors should be paid for the number of days of leave earned and availed of by them during the three years in question. While the employers were prepared to pay only at the rate of Rs 2.50 per day to each of the workers that are entitled to receive leave wages for these years, the Union and the Sangh claimed that the loading and lumps-breaking workers should be paid at the rate of Rs. 4 per day and raising and transport workers at the rate of Rs. 6 per day.

4. Section 53 of the Mines Act, 1952, which is the relevant Section relating to payment of wages during leave period reads as follows:—

- “53. For the leave allowed to a person employed in a mine under Section 52, he shall be paid at a rate equal to the daily average of his total full-time earnings for the days on which he was employed during the month immediately preceding his leave, exclusive of any overtime wages and bonus but inclusive of any dearness allowance and compensation in cash including such compensation, if any, accruing through the free issue of foodgrains and other articles as persons employed in the mine may, for the time being, be entitled to:

Provided that if no such average earnings are available, then the average shall be computed on the basis of the daily average of the total full-time earnings of all persons similarly employed for the same month.”

5. While there can be no dispute relating to the payment of leave wages in respect of time-rated workers, difficulties do arise in respect of piece-rated workers. These difficulties assume greater magnitude when there are fluctuations in piece-rate earnings amongst workers, when there is no regularity in the workers availing of their leave and when no systematic records are maintained. All these difficulties are present in respect of the contractors whose dispute is before me for arbitration. It was submitted that because of their interest in agriculture, most of these workers have not been putting adequate attendance to make them eligible to the leave under the Mines Act and that it was only recently, because of drought conditions there has been regularity of attendance at the mines and as such these workers are getting entitled to leave under the Mines Act. The problem

has assumed importance only in 1968 when many workers became entitled to leave because of their steady attendances. Some had availed of leave in 1967 but were not paid leave wages because of the dispute regarding the quantum of leave wages. It was further submitted that leave was not being availed strictly in terms of Section 52 of the Mines Act and the workers are now claiming wages for the days of leave to which they are entitled by virtue of their attendances. On the intervention of conciliation machinery, the employers had agreed to pay Rs. 2.50 per day of leave availed of as an interim arrangement pending my award. The proper course for payment of leave wages would be to calculate the earnings of each worker during the month immediately preceding his leave and arrive at the daily average as laid down in Section 53 of the Mines Act. But because of peculiar problems of these workers the parties have urged before me that one uniform rate should be worked out and laid down in respect of each category of workers and for this purpose they desired the workers to be grouped into two categories viz., (i) raising and transportation and; (ii) loading and lumps breaking so that it will be easily understood by the workers and would also be easier for the contractors to effect necessary payments.

6. The Bikaner Gypsums Ltd., presently are operating six mines at different places in Rajasthan and for certain operations they have engaged contractors. These contractors are M/s. K & C Daga, Shri Fazal Shah, Sri Falz Mohd., Sri Wazir Shah, Shri C. L. Kichian and M/s. Bachha Mishra. They operate at Jamsar, Dhirera, Lunkaransar, Suratgarh and Purabsar (including Hanumangarh loading point), Khadi (including Anupshahr loading point). They are engaged in raising, lumps-breaking, loading and transportation of gypsum. In some mines, raising and transportation is done by one set of workers; at others, they are done by different set of workers. The piece-rates and consequently the earnings for these different operations not only differ from operation to operation but also vary from mine to mine. The workers' representatives have claimed one rate viz., Rs. 4 for loading and lumps-breaking workers and another rate viz., Rs. 6 for raising and transportation workers.

7. In order to determine as to what should be the reasonable rate for leave wages, I obtained from the contractors, statements showing the total number of man-days worked during each of the years in different operations at different mines and the total wages paid. The proviso to S. 53 of the Mines Act stipulates that if no daily average earnings are available then the average shall be computed on the basis of the daily average of the total full-time earnings of a person similarly employed for the same month. But in this particular case, there are difficulties for working out the averages for each month and the parties also desire that one rate should be fixed which will be operative for the entire year. I have therefore, taken an over-all picture of the average earnings of the workers engaged in different operations and in different mines. An examination of the different classes of work performed by these contractors labour has revealed that it will not be fair or proper to group the workers into only two categories as claimed by the unions nor would it be fair for me to fix only two rates. The calculation of average wages of the workers engaged in different classes of work has revealed certain variations from contractor to contractor and, from year to year, but in the interests of uniformity and easy understanding and quick implementation, I feel that one uniform rate should be fixed in respect of one class of work for all the three years in question.

8. In view of the foregoing, I decide that the following should be the rates of wages at which different categories of piece-rated workers employed under the contractors should be paid for the number of days of leave earned by them during the years, 1966, 1967 and 1968 and availed of:—

		Rs. nP.
(A) JAMSAR MINES :—		
(i) Loading	.	3.25 per day
(ii) Lumps-breaking	.	3.10 „
(iii) Raising & transportation	.	6.00 „
(B) LUNKARANSAR MINES :—		
(i) Raising	.	4.00 „
(ii) Loading into wagons	.	4.50 „
(iii) Transportation	.	6.00 „
(C) SURATGARH MINES :—		
(i) Raising & Loading	.	4.60 „
(ii) Loading/Unloading of trolleys and loading into wagons	.	3.75 „
(D) PURABSAR MINES :—		
(i) Loading & Lumps-Collection	.	4.70 „

9. As already indicated, the contractors had agreed to pay an *ad-hoc* amount of Rs. 2.50 per day for those workers who had earned leave during the years, 1966, 1967 and 1968 and availed it of. Any such payment made may be deducted from the amount now awarded by me. In order to enable the contractors to make the necessary calculations and pay the dues in a phased manner, I direct that the leave wages due for the three years should be paid according to the time-schedule indicated below:—

- (i) Leave wages for 1966 should be paid before 31st of July, 1969;
- (ii) Leave wages for 1967 should be paid by 15th of August, 1969; and
- (iii) Wages for those who have already availed of the leave in 1969, the difference should be paid by 31st August, 1969. Those who will be availing leave hereafter should be paid the leave wages now awarded as and when they avail the leave.

10. With regards to the second issue namely, how the rate of leave wages hereafter should be computed, I feel that the most convenient way is to work out the daily average of the total full-time earnings of all persons employed in a particular operation under the contractors in a specified mine taking the entire calendar year as the basis. For this purpose, all the contractors engaged in different mines and in different operations should submit statements of total man-days worked, total wages paid during the calendar year and the average rate per man-day for each operation and in each mine. These statements should be submitted by the contractors to the management of the Bikaner Gypsum Ltd., by the 15th January of each year (i.e., the statements relating to 1969 should be submitted by the 15th January, 1970 etc.). The management of the Bikaner Gypsums Ltd., should in turn verify and check up the statements. In case there are more than one contractor in a mine, an average in respect of each operation taking all the contractors together should be worked out by the Bikaner Gypsums Ltd. The average daily rate for each operation and in each mine thus worked out should then be notified by M/s. Bikaner Gypsums Ltd., to the union and the Sangh. All the contractors' workers employed in a particular operation in a mine that are entitled to leave with wages under the Mines Act and avail the leave should be paid at the rate thus worked out and notified. In case the contractors fail to submit the statements or the rate is not notified in time, the contractors shall continue to pay the rates I have awarded in para 8.

I give my award accordingly.

New Delhi,
The 28th June, 1969.

O. MAHEEPATHI,
Deputy Chief Labour Commissioner (C) (L.).
[No. 24(8)/69-LR.IV.]

S.O. 2906.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Pipardih Quarry of Messrs Parshva Properties Limited, Dalmianagar and their workmen, which was received by the Central Government on the 1st July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE No. 32 OF 1969

PRESENT :

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES :

Employers in relation to the Pipardih Quarry of Messrs Parshva Properties Limited.

Vs.

Their workmen.

APPEARANCES :

For employers—Shri B. K. Mahesh, Superintendent.

For workmen—Shri Hargovind Mishra, President.

INDUSTRY: Lime Stones

STATE: Bihar

Dhanbad, Dated the 19th of June, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Pipardih Quarry of Messrs Parshva Properties Limited, Dalmianagar and their workmen by its order No. 36(6)69-LRI, dated the 1st May, 1969, referred to this tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

- "1. Whether the action of the management of the Pipardih Quarry of Messrs Parshva Properties Limited, Dalmianagar in dismissing Shri Kanhaiya Ram, Haulage Driver, with effect from the 14th October, 1968, was justified? If not, to what relief is the workman entitled?
2. Whether the action of the management of the Pipardih of Messrs Parshva Properties Limited, Dalmianagar, in suspending Shri Nathuni Singh, Payment Clerk, without pay from the 20th May, 1968 to the 17th June, 1968, was justified? If not, to what relief is the workman entitled?"

2. The parties negotiated the dispute and have settled it amicably. They have filed a memorandum of settlement at Annexure 'A'. According to the terms of the memorandum of settlement, in respect to item No. 1, it was agreed that Shri Kanhaiya Ram be re-instated and he will resume his duty with effect from 16th June, 1969 and that the period of absence from the date of dismissal till the date of joining be treated as on leave without pay. Further the management has agreed to pay an amount of Rs. 500 as *ex-gratia* towards the idle period. In respect to item No. 2 it was agreed that Sri Nathuni Singh be paid 7 days wages against the period of suspension and the balance period be adjusted against leave, if due.

3. The terms of settlement are reasonable and satisfactory. I accept the same and pass an award in terms of the joint settlement Annexure 'A' which shall form part of the award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

SACHIDANAND SINHA,
Presiding Officer.

ANNEXURE 'A'

Memorandum of settlement arrived at between the management of M/s. Parshva Properties Ltd., Dalmianagar and their workmen represented by the Rohtas Quarries Mazdoor Sangh on 14-6-1969.

PRESENT :

- (1) Shri Hargovind Mishra, President, Rohtas Quarries Mazdoor Sangh, Pipardih (Shahabad).
- (2) Shri Mangal Prasad, General Secretary, Rohtas Quarries Mazdoor Sangh, Pipardih (Shahabad).
- (3) Shri B. K. Mahesh, Superintendent, Parshva Properties Ltd., P.O. Dalmianagar, Distt. Shahabad.

Industrial dispute between the management of Parshva Properties Limited and the Rohtas Quarries Mazdoor Sangh, Pipardih regarding Shri Kanhaiya Ram and Shri Nathuni Singh referred by the Union Government to the Industrial Tribunal, Dhanbad and fixed for perusal under Reference No. 32 of 1969.

The matter was mutually discussed and the parties have arrived at the following settlement:—

1. (a) It was agreed that Shri Kanhaiya Ram be re-instated and he will resume his duty with effect from 16-6-69.
- (b) That the period of absence from the date of dismissal till the date of joining be treated as on leave without pay.
- (c) That the Management has agreed to pay an amount of Rs. 500 as *ex-gratia* towards the idle period.
2. (a) It was agreed that Shri Nathuni Singh be paid 7 days wages against the period of suspension and the balance period be adjusted against leave, if due.

Both the above matters stand finally settled and no further dispute is left in this regard.

For Parshva Properties Ltd.,

B. K. MAHESH,
Superintendent.

For Rohtas Quarries Mazdoor Sangh,

Sd/- Sd/-
President. General Secretary.

Witnesses: (i) Sd/- Illegible.

(ii) Sd/- Illegible.

[No. 36(6)/69-LR.IV.]

S.O. 2907.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following Award of the Central Government Industrial Tribunal, Jaipur, in the industrial dispute between the employers in relation to the management of M/s. Bikaner Gypsum Limited, Bikaner and their workmen which was received by the Central Government on the 28th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT :

Shri Gopal Narain Sharma, Presiding Officer.

CASE No. CIT-6 OF 1969

Ref:—Government of India, Ministry of Labour and Employment, New Delhi, Order No. 24/34/68-LRI, dated 28-11-68.

In the Matter of an Industrial Dispute

BETWEEN

The Rashtriya Gypsum Karamchari Sangh, Jamsar (Bikaner).

AND

The Bikaner Gypsum Limited, Bikaner.

Date of Award:

18th January, 1969.

AWARD

The Central Government by its order, dated 28-11-68 referred the following dispute between the employers in relation to the management of Bikaner Gypsum Limited, Bikaner and their workmen to this Tribunal for adjudication:—

“Whether the action of the management of M/s. Bikaner Gypsum Limited, Bikaner, in terminating the services of Shri P. S. Roy, Supervisor, with effect from the 1st October, 1967, by accepting his letter of resignation, dated the 31st August, 1967, after its withdrawal by him on the 23rd September, 1967 was justified? If not, to what relief is he entitled?”

When the case came up for hearing today the representatives of the parties have filed application stating that they have mutually settled the dispute out of Court and prayed for passing a no dispute award.

Hence a no dispute award is passed accordingly. It may be submitted to the Central Government for publication.

GOPAL NARAIN SHARMA,

Presiding Officer,

[No. 24(1)/68-LR.IV.]

New Delhi, the 9th July 1969

S.O. 2908.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jaipur, in the industrial disputes between the employers in relation to the management of Messrs. Bikaner Gypsum Limited, Bikaner and their workmen, which was received by the Central Government on the 28th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR.

PRESENT:

Shri Gopal Narain Sharma Presiding Officer.

CASE No. CIT-2 of 1969

Ref.—Central Government, Ministry of Labour & Employment Order No. 24/34/68-LRI dated 28th November, 1968.

In the Matter of an Industrial Dispute

BETWEEN

The Gypsum Mine Workers Union, Bikaner

AND

The Bikaner Gypsum Limited, Bikaner.

AWARD

The Central Government by its order dated 28th November, 1968 referred the following dispute between the employers in relation to the Bikaner Gypsum Limited and their workmen represented by the Gypsum Mine Workers Union to this Tribunal for adjudication:—

- (1) Whether the demand of increased rate of transport charges for village piece workers consequent upon the increased load resulting from the shifting of the Jamsar Railway siding is justified?
- (2) If so, to what relief are they entitled to effective 8th April, 1965 with adjustments as necessary.

When the case came up for hearing today the representatives of the parties filed an application stating that they have mutually settled the dispute out of Court and prayed for passing a no dispute award.

Hence a no dispute award is passed accordingly. It may be submitted to the Central Government for publication.

(Sd.) GOPAL NARAIN,

Presiding Officer,

Central Government Industrial Tribunal,
Rajasthan, Jaipur.

[No. F. 35/8/65-LR.IV.]

New Delhi, the 10th July 1969

S.O. 2909.—In exercise of the powers conferred by sub-section (2) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter referred to as the said Act), the Central Government hereby:

- (i) authorises the National Industrial Tribunal, Calcutta, Constituted under section 7B of the said Act by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 3367 dated the 7th September, 1968, to transfer proceedings pending before it under clause (b) of sub-section (2) of section 33 and section 33A of the said Act to the Labour Court, Bangalore; and
- (ii) Specifies the Labour Court, Bangalore as the Labour Court for the disposal of such proceedings transferred to it by the said National Industrial Tribunal.

[No. F.4/138/67-LR.IV.]

S.O 2910.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the management of Kendwadih Colliery No. 6 and 8 Pits of Messrs East Bulliaree and Kendwadih Collieries Company (Private) Limited 135 Canning Street, Calcutta and their workmen, which was received by the Central Government on the 20th June, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No 242 OF 1967.

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Dispute Act, 1947.

PARTIES:

Employers in relation to the management of Kendwadih Colliery No. 6 & 8 Pits of Messrs East Bulliaree and Kendwadih Collieries Company (Private) Limited, 135, Canning Street, Calcutta.

AND

Their workmen.

APPEARANCES:

On behalf of the employer: Shri B P. Dabral, Chief Personnel Officer.

On behalf of the workmen: Shri Ram Mitra, Secretary, Bihar Koyla Mazdoor Sabha.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 18th June, 1969/28th Jyaistha 1891 Saka

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kendwadih colliery No. 6 & 8 Pits of Messrs. East Bulliaree and Kendwadih collieries Company (Private) Limited, 135, Canning Street, Calcutta and their workmen, by its order No. 2/80/67-LRII dated 10th July 1967 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

SCHEDULE

"Whether the management of Kendwadih Colliery No. 6 & 8 Pits (Post Office Kusunda, District Dhanbad) of Messrs. East Bulliaree and Kendwadih Colliery Company (Private) Limited, 135, Canning Street, Calcutta was justified in dismissing Shri Raghbir Bhar with effect from 7th November 1966? If not, to what relief is the workman entitled?"

2. Workmen as well as the employers filed their statement of demands.

3 Admittedly, Shri Raghbir Bhar (hereinafter referred to as the affected workman) was a pick miner in Kendwadih Colliery No. 6 & 8 Pits of the employers. The case of the workmen is that on 10th August 1966 the management issued to the affected workman, as well as to several others, a notice of retrenchment under section 25F of the Industrial Disputes Act, 1947, that the management subsequently withdrew the retrenchment notice from all other miners, except from the affected workman, that the affected workman along with others protested to the Manager against illegal and unjustified retrenchment through their joint petition dated 20th August 1966, that after receiving the joint petition the management issued a charge-sheet on 22nd August 1966 to the affected workman alleging unauthorised absence of more than 10 days, that the affected workman submitted his explanation denying the charge, that the management did not hold any proper enquiry by giving a chance to the affected workman to produce his witnesses and documents in his defence and subsequently dismissed the affected workman by their letter dated 7th November 1966, that the affected workman is an

active trade union worker and an Executive Committee member of the branch, Bihar Koyala Mazdoor Sabha working at the colliery and his lawful trade union activities were much disliked by the management and that the dismissal of the affected workman was to victimise him for his lawful trade union activities. The employers filed the written statement denying the allegations made by the workmen and stating that the affected workman absented from 9th August 1966 without permission or leave, that he was charged on 22nd August 1966 for absenting for more than 10 days without permission and thus committing misconduct under the Standing Orders, that the explanation submitted by the affected workman was not found satisfactory, that the affected workman did not report to duty thereafter, that the affected workman sent a letter dated 3rd October 1966 stating that after issuing to him the retrenchment notice dated 10th August 1966 he was not allowed to resume his duties, that the management informed the affected workman by their letter dated 8th October 1966 reminding him that he had been absenting without permission for the last 2 months and asked him to show cause why disciplinary action should not be taken against him, that an enquiry was duly conducted on 20th October 1966 in which the affected workman participated, that the enquiry was proper and in accordance with the principles of natural justice and that as a result of the enquiry the affected workman was dismissed from service through their letter dated 7th November 1966. The employers denied knowledge on their part that the affected workman was an active worker or was an Executive Committee member of Bihar Koyala Mazdoor Sabha. They further stated that the retrenchment notice issued to the affected workman as well as to others on 10th August 1966 was never given effect to and there was a settlement in this respect confirming the withdrawal of retrenchment notice. They denied that they had victimised the affected workman in any manner. They have cited several instances to show that the record of the affected workman was very unsatisfactory. The workmen were represented by Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha and the employers by Shri B. P. Dabral, Chief Personnel Officer. On admission by the employers Ext. W.1 for the workmen and on admission by the workmen Exts. M1 to M13 for the employers were marked. On behalf of the workmen the affected workman was examined as WW.1. The employers examined a witness and marked Exts. M14 to M18.

4. The management issued a charge-sheet, Ext. M3 dated 22nd August 1966 to the affected workman stating that he was absenting without permission for more than 10 days with effect from 9th August 1966 and that the absence constituted a misconduct as per para 27(16) of the Certified Standing Orders. To this charge-sheet the affected workman submitted his explanation, Ext. M4 on 22nd August 1966 stating that he was arrested by the police on 9th August 1966, that on 10th August 1966 he had sent a letter to the management informing about his detention by police and requesting for leave till he was released, that on his release on 19th August 1966 he reported for duty on the morning of 20th August 1966 but was not allowed to resume duties and that he should be allowed to resume duty. The affected workman was directed through the letter, Ext. M5 to see the Labour Officer and it was further stated that he had never reported to duty at any time after 9th August 1966. The affected workman sent a letter, Ext. M6 dated 3rd October 1966 stating that he was issued the retrenchment notice dated 10th August 1966 and that ever since he was kept idle in spite of his reporting to duty every day. Then, on 8th October 1966 the management issued a letter, Ext. M7 denying that the affected workman had ever approached the management for work and stating that he had been absenting without permission for about 2 months. He was also asked to show cause why the disciplinary action should not be taken against him for the misconduct. To this letter the affected workman submitted his explanation, Ext. M8 reiterating that the management did not allow him to resume duty and that, as such, no disciplinary action could sustain against him. Through the letter, Ext. M9 the management informed the affected workman that his explanation, Ext. M8 was not satisfactory and that he should attend the enquiry on 20th October 1966 along with his witnesses and documents. Accordingly the enquiry was held on 20th October 1966 in which the affected workman participated. The enquiry officer examined Shri L. M. Dubey, Manager, Shri Ram Kripal Singh, Shri Budhrum Singh and Shri Sukhdeo Singh, the Register Keepers and the affected workman, as soon from the enquiry proceeding, Ext. M9. As a result of the enquiry the affected workman was dismissed by the letter, Ext. M10 dated 7th November 1966 with immediate effect. All these facts are admitted.

5. Now it is to be seen whether the enquiry was improper or it infringed any principle of natural justice. The affected workman participated in the enquiry. In the notice of enquiry, Ext. M9 he was specifically directed to appear before the enquiry along with his witnesses and documents. The enquiry proceedings show

that the affected workman was given an opportunity to cross examine the witnesses for the management but he did not avail of the opportunity. It is true that the affected workman was arrested by the police on 9th August 1966 and he had sent an application for leave on 10th August 1966. But, on his own showing he was released from the custody on 19th August 1966. His case was that he reported to duty on the morning of 20th August 1966 but the management did not permit him to resume duty. The Manager as well as the Register Keeper, had denied that the affected workman had reported to duty at any time as alleged by him. The affected workman did not produce any rebuttal evidence or call for attendance registers or other material. While changing his case of arrest he had also taken a stand that he was served with a retrenchment notice dated 10th August 1966 and that, while it permitted other workmen to whom such notices were issued to resume duties, the management did not permit the affected workman in spite of his reporting to duty every day. As I have already pointed out there is absolutely no evidence to show that he appeared for duty at any time after 9th August 1966. Ext. M11 is a notice from the Assistant Labour Commissioner(C) Dhanbad dated 13th September 1966 accompanied by a letter from the Secretary, Bihar Koyala Mazdoor Sabha to the Assistant Labour Commissioner. The letter complained that the management of the colliery had issued retrenchment notice dated 10th August 1966 to several of the workmen and the name of the affected workman appears at Sl. No. 31 of the list. Ext. M12 is a memorandum of settlement arrived at between the employers and Bihar Koyala Mazdoor Sabha in respect of the complaint, Ext. M11. Para 1(i) of the settlement clearly shows that the notice of retrenchment in respect of all the workmen, except a few, was withdrawn and that as per para 4 the management and the union agreed to submit separately their reports of implementation of the settlement. Therefore, it emerges that the retrenchment notice, Ext. W.1 issued to the affected workman on 10th August 1966 was withdrawn and at such there was nothing to prevent the affected workman from reporting to duty. As I have already pointed out there is no evidence at all to show that the affected workman reported to duty after the settlement and the management refused to give him work. The affected workman is examined as WW1. He has not a word against the validity of the enquiry. No attempt is made on behalf of the workmen to show how the enquiry offended any principle of natural justice or procedure. It cannot be said that the finding of the enquiry officer was perverse. The report of the enquiry officer, Ext. M13 was received by the Manager and on his recommendation the Agent approved the punishment of dismissal.

6. It was pleaded on behalf of the workmen that the dismissal of the workman was to victimise him for his trade union activities. The affected workman, WW1 says that because he was a member of the union not liked by the management, he was victimised by dismissing him from service. But there is no material to support him or to clarify as to what his activities were as a trade union worker. On behalf of the employers Exts. M14 to M18 are brought on record to show that on previous occasions the affected workman was charge-sheeted and punished and that they substantiate that the punishment awarded was well warranted. On this material I do not see any reason not to uphold the action taken by the employers against the affected workman.

7. I, therefore, held that the management of Kendwadih Colliery No. 6 & 8 Pits (Post Office Kusunda, District Dhanbad) of Messrs East Bulliarree and Kendwadih colliery company (Private) Limited, 135, Canning Street, Calcutta was justified in dismissing the affected workman, Shri Raghubir Bhar with effect from 7th November 1966, and, consequently, he is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,

Presiding Officer,

Central Govt. Industrial Tribunal (No. 2), Dhanbad.

[No. 2/80/67-LRII.]

S.O. 2011.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of P. D. Kajora Colliery, Post Office Kajoragram, District Burdwan and their workmen, which was received by the Central Government on the 1st July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 14 OF 1969

PARTIES:

Employers in relation to the P. D. Kajora Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Absent

On behalf of Workmen—Shri Birendra Nath Banerjee, Legal Adviser.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/126/68-LRII. dated January 25, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the P. D. Kajora Colliery and their workmen, to this tribunal, for adjudication, namely:—

“Whether the management of P. D. Kajora Colliery was justified in suspending and stopping from work Shri Benarasi Singh, Mining Sirdar, P. D. Kajora Colliery from the 7th February, 1968? If not, to what relief is he entitled?”

2. The trade union representing the workmen filed their written statement at the earliest opportunity. The employer company did not file their written statement within the time allowed. Thereafter, on May 3, 1969, in the presence of both the parties, the date of peremptory hearing was fixed for May 20, 1969. When the case was called on for hearing on the peremptory date, that is to say on May 20, 1969, Mr. Birendra Nath Banerjee, Legal Adviser of the trade union of the workmen, appeared. Nobody appeared on behalf of the management. On the previous day, that is to say on May 19, 1969, there had been a letter received from the management asking for adjournment. Thereupon, I made the following order:—

“The conduct exhibited by the employers in relation to the P. D. Kajora Colliery, in this reference, is far from satisfactory. They did not file their written statement within the time allowed. Nor did they file any application for extension of time to file written statement after the expiry of the time. On the date fixed for settling the date of peremptory hearing, one Abhoy Charan Patra appeared for the management. In his presence the date of peremptory hearing was fixed for to-day. At that time also he did not make any application for extension of time to file written statement. Yesterday somebody for the management sent a letter couched in the following language:

‘In view of our Colliery’s dealing clerk’s illness and absence, as reported by Colliery Manager, and resulting in non-submission of Replies or Written Statement by our Colliery Manager, to your Honour as yet, in the absence of all papers concerned we appeal to your Honour, to give us one month’s time for filing the said written statement and also extend the date for hearing of the above suit to any date after 20th June, 1969 and oblige.’

Who the signatory to this letter is does not appear. What authority he had for signing on behalf of Prossono Coomrar Dutta & Sons does not appear. Nobody appears to-day on behalf of the management. Thus, I say that the conduct exhibited by the management is far from satisfactory.

Since this is first application for adjournment made on behalf of the management, I do not forthrightly reject the application. At the same time, I do not lose sight of the fact that the workmen have been put to great monetary loss because they engaged a lawyer for appearance to-day and brought down their witnesses from Kajoram in the district of Burdwan. I, therefore, allow the adjournment subject to

terms. The management must pay in the hands of the General Secretary of Khan Shramik Congress a sum of Rs. 200/- by way of costs thrown away to-day. The management may send the cost by money order if they like. The payment of cost is condition precedent to the filing of written statement. In default of payment of cost, the written statement will not be accepted.

The case stands adjourned to June 23, 1969. In the meantime the written statement may be filed with copy to the other side and evidence of payment of cost accompanying written statement before this tribunal.

Send a plain copy of this order to the management by registered post."

When the case was called on for hearing on June 23, 1969, the legal adviser for the workmen's trade union was present but the management again asked for adjournment of the case. I rejected the prayer for adjournment as prayed for by the management but even then I had to postpone the hearing for reasons hereinafter appearing:—

"The employers are still now exhibiting a strange attitude of non-cooperation. To-day, they filed a written statement accompanied by an application therein stating:—

"*I beg to state that on enquiry I understand that our legal Adviser at Calcutta is out of station. Thus it will not be possible to attend the above reference number case fixed for hearing on 23rd June 1969 and thus I appear to you please adjourn the said hearing for at least three weeks from date."

After having had given costs for absence on the last occasion, how the management ventured to file this sort of application, on such flimsy ground, passes my comprehension. I therefore reject this application.

Though I do so, I cannot get along with the reference. Mr. Biren Banerjee, who appears for the Union of workmen, filed certain documents written in Hindi manuscript, which I cannot read. He did not take the precaution of having translations of those documents ready for my use. I, therefore, adjourn the hearing to June 26, 1969. In the meanwhile translations of the Hindi documents must be filed before this Tribunal.

I need add that the management sent their application through a bearer or darwan. He left the Court immediately after filing the application. Let a plain copy of this order be sent to the management to-day by ordinary post 'Express Delivery' under Certificate of Posting.

Let the Written Statement filed by the management be kept on the record."

3. Today Mr. Banerjee appeared for the trade union of the workmen but the management remained absent. In these circumstances, I had to proceed *ex parte*.

4. One witness was examined on behalf of the trade union of the workmen, namely, Benarasi Singh, the workman charged with misconduct. He admitted that there had been a chargesheet (Ext. 1) served upon him and by that chargesheet he stood suspended. He submitted an explanation to the chargesheet (Ext. 2). A notice of enquiry into the charges levelled against him was also served upon him (Ext. 4). The enquiry was held on October 16, 1968, in which he attended. The result of the enquiry, however, was not made known to him. The grievance made on behalf of the workmen was that he stood suspended from February 7, 1968 uptill to-day without knowing the fate of the enquiry for misconduct against him and without payment of subsistence allowance.

5. The certified Standing Order of the employer company is Ext. 5. Clause 17(1) of the Standing Order provides:—

"The workman may be suspended pending departmental enquiry and in such cases he shall be paid a subsistence allowance equal to half of his wages as defined in the Payment of Wages Act, 1936, for the period of suspension upto 30 days. If, however, he is kept suspended by the management beyond 30 days this subsistence allowance will be at the rate of 3/4th of his wages as aforesaid but if the enquiry is delayed beyond 30 days because of the workman, the subsistence allowance shall be reduced to 1/4th of his wages."

It does not appear that the enquiry was delayed because of the workman. Therefore, the concerned workman is entitled to half of his wages for the first 30 days and thereafter to 3/4th of his wages so long as the suspension continues. It is not

for me to go into the validity or the legality or the *bonafide* nature of the charges at this stage. Nor is it for me to pronounce upon the manner or the conduct of the enquiry now. These matters have not been referred to me for adjudication. The result of the enquiry is not known. When the result of the enquiry is made known to the workmen, he may raise an industrial dispute against the findings, if he may. At the present moment, I am concerned only with an order of suspension causing stoppage of his work. Regard being had to the fact that the workman was suspended as a result of a charge of misconduct levelled against him, no exception can be taken to the order of suspension. I have, therefore, to hold that the management of the P. D. Kajora was justified in suspending and stopping from work Sri Benarasi Singh, Mining Sirdar, from 7th February, 1968.

6. Although suspended, the workman was entitled to subsistence allowance. The workman is not sure about his wages from February 7, 1968. All that he stated was:—

"I am not quite sure what exact amount of wages I used to get, possibly the amount might have been Rs. 221/- on February 7, 1968."

For 30 days, with effect from February 7, 1968, the workman is entitled to half of his wages whatever that may be. Thereafter, until to-day, since he is being kept suspended, by the management, he is entitled to 3/4th of his wages. Even thereafter, so long as the suspension continues, he will be entitled to receive that amount as his subsistence allowance.

7. It will be in the interest of the management to publish the result of the enquiry proceedings and to apprise the workman of the result thereof, as soon as possible. When the result of the enquiry proceedings is published, then if the workman be acquitted of the charges the suspension order must come to an end and he should be re-instated in his office. If he be dismissed, then the suspension order shall merge in the order of dismissal.

This is my award.

Dated, July 26, 1969.

(Sd.) B. N. BANERJEE,
Presiding Officer.
[No. 6/126/68-LRII.]

New Delhi, the 11th July 1969

S.O. 2912.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the South Kenduadih Colliery, Post Office Kasunda, District Dhanbad of Messrs East Indian Coal Company Limited and their workmen, which was received by the Central Government on the 3rd July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD.

REFERENCE No. 84 of 1968

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the South Bulliary Kenduadih Colliery,

Vs.

Their Workmen

APPEARANCES:

For employers: Shri S. S. Mukherjee, Advocate.

For Workmen: Shri Ram Mitra, Secretary.

STATE: Bihar

INDUSTRY: Coal

Dhanbad, the 23rd June, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the South Bulliary Kenduadih Colliery (Post

Office Kusunda, District Dhanbad) and their workmen, by its order No. 2/17/67-LRII dated the 8th of February, 1967, referred under section 10(1)(d) of the Industrial Disputes Act, 1947, to the Central Government Industrial Tribunal, Dhanbad for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

"Whether the management of the South Bulliari Kenduadih colliery (Post Office Kusunda, District Dhanbad) of Messrs East Indian Coal Company Limited, was justified in dismissing Shri Ramabatar, M. C. Loader, 6 Pit from service with effect from the 13th October, 1966? If not, to what relief is the workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 15 of 1967 on its file. While it was pending there, the Central Government, by its order No. 8/25/67-LRII dated the 8th May, 1967 transferred the dispute to the Central Government Industrial Tribunal No. 2, Dhanbad, where it was registered as reference No. 213 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII dated the 13th of August, 1968 transferred the dispute to this Tribunal and here it has been re-numbered as reference No. 84 of 1968.

3. Bihar Koyla Mazdoor Sabha, filed the written statement on 21st November, 1968 on behalf of the workmen. Their case is that the concerned workman Sri Ramabatar was working under the management as a M.C. Loader at No. 6 Pit. The concerned workman Sri Ramabatar was arrested by the local police on 13th August, 1966 and was detained in the Dhanbad District Jail as an under trial prisoner. The concerned workman was released on bail on the 10th September, 1966 and on the 12th of September, 1966 he reported for duty but the management refused to allow him to join duty. The management issued a chargesheet to the concerned workman dated 26th August 1966 on the ground of absentsing himself for more than 10 days with effect from 13th August 1966 under clause 27 (16) of the Standing Orders. After receiving the chargesheet the concerned workman submitted his reply explaining the fact that he was arrested by the local police and he was detained in Dhanbad Jail and it was out of his control to attend his duty. The fact of the arrest of the concerned workman was known to the management and the concerned workman also informed in writing the fact of his arrest to the Manager of the colliery by his petition dated 13th August 1966. According to the Union the management issued chargesheet to the concerned workman on the ground of absentsing from duty knowing fully well the fact of his arrest. It was known to the management that the concerned workman was in jail custody and it was impossible for him to attend the duty. The management held a faked enquiry and subsequently dismissed the workman on the basis of perverse finding. According to the Union the action of the management was not *bonafide* and was against the principles of natural justice.

4. The employers filed their written statement on 18th October, 1968 and their rejoinder on 25th December, 1968. According to the management Sri Ramabatar, the concerned workman was remaining absent without any permission or authorised leave from 13th August, 1966 for which a chargesheet dated 26th August, 1966 was issued to him. Sri Ramabatar gave a reply alleging that he was arrested by the police and was in Dhanbad Jail since 12th August, 1966. According to the management the arrest of the concerned workman Sri Ramabatar was neither at the instance of the employers nor they had knowledge of his arrest. The employers had no information or knowledge about the arrest of the concerned workman. A departmental enquiry was held on 23rd September, 1966 in the presence of Sri Ramabatar giving him full chance and opportunities to cross-examine the witnesses and to defend himself. In the above departmental enquiry the misconduct mentioned in the chargesheet was satisfactorily established and Sri Ramabatar was therefore, dismissed by letter dated 11th October, 1966 with effect from 13th October, 1966. The departmental enquiry was held after observing the principles of natural justice and the dismissal was *bonafide* and was based on proved misconduct. According to the management the concerned workman is not entitled to any relief.

5. On behalf of the management one witness was examined and he is Sri S. K. Banerjee, the Labour Officer of South Bulliary Kenduadih Colliery and five items of documents were exhibited and were marked Ext. M-1 to M-5. On behalf

of the workman only one item of document was exhibited and it is marked Ext. W-1.

6. The point for determination is whether the management is justified in dismissing Sri Ramabatar with effect from the 13th August, 1966?

7. Ext. M-1 is the chargesheet. The concerned workman Sri Ramabatar was charged for absenting from 13th August 1966 without any information and sufficient cause for more than 10 days. In his reply to the chargesheet he stated that he was arrested in the night of the 12th of August, 1966 and was lodged in Jail and therefore, he was unable to attend his duties on 13th August 1966. He further stated that in proof of his statement he has got the certificate in his possession granted by the Advocate Sri Gour Krishna Gaunguly and that he was in Jail as under trial prisoner between the period 13th August 1966 to 9th September 1966. He has also filed Ext. W-1 which is a certificate granted by Sri Gaur Krishna Gaunguly, Advocate, Dhanbad dated 9th September 1966 stating that the concerned workman Sri Ramabatar was kept in Dhanbad Jail from 13th August 1966 to 9th September 1966 when he was released on bail in connection with Putki P.S. case No. 4(8)66. Ext: M-4 is the departmental enquiry proceeding: The departmental proceeding was conducted by Sri A. K. Malik, the Group Labour Officer who is no longer in employment of the management. The departmental proceeding was therefore, proved by Sri S. K. Banerjee, MW-1, who is the Labour Officer in the concerned colliery.

8. In the departmental enquiry two witnesses were examined viz Sri Sukhdeo Sharma, the attendance clerk and he has stated in his evidence that Sri Ramabatar was absenting from 13th August 1966. The other witness examined in the departmental enquiry was Sri Prahalad Roy. He has stated in his evidence that the concerned workman Sri Ramabatar did not take any leave from the company nor applied for any such leave from 13th August 1966. It is not the case of the concerned workman that he was not absenting from duty from 13th August 1966. It was not the case of the concerned workman that he applied for leave. The concerned workman admitted that he was absenting from 13th August 1966 and that he had not applied from leave. His case is that during this period he was kept as a under trial prisoner in Dhanbad jail till 9th September 1966 and therefore, it was not possible for him to attend his duties. The witness examined on behalf of the management were entirely superfluous because they made statement on the admitted facts which did not require proof. The fact of absence was admitted and cause was shown for absence. The point was that he gave an explanation of his absence in his reply to the chargesheet. In his reply to the chargesheet he specifically mentioned that during that period he was under trial prisoner in Dhanbad jail. His case before the conciliation Officer also was that on the 13th of August, 1966 he was arrested by the police of Putki P.S. and he was detained inside the District Jail, Dhanbad and that he was released on 10th of September, 1966. Ext. W-1 which is certificate granted by Sri G. K. Gaunguly dated 9th September, 1966 also supports his statements

9. The concerned workman was charged for absenting from 13th August, 1966 without any information and sufficient cause. There is no finding by the enquiring officer that the cause was not sufficient or that under the circumstances he could have informed the management. Therefore, the charge levelled against him for absenting "without sufficient cause" was not proved. The finding of the enquiring officer therefore, was baseless and suffered from basic error.

10. In this view of the case I hold that the dismissal of the concerned workmen Sri Ramabatar, M. C. Loader, 6 Pit from his service with effect from 13th of October, 1966 was not justified. He is therefore entitled to be reinstated with continuity of service but without claim of back wages and allowances.

11. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,

Presiding Officer.

[No. 2/17/67-LRII.]

S.O. 2913.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the East Bestacola Colliery, Post Office Dhansar (Dhanbad) and their workmen, which was received by the Central Government on the 3rd July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD

REFERENCE No. 111 of 1968

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the East Bastacolla Colliery.

Vs.

Their workmen.

APPEARANCES:*For the Workmen.*—Shri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha.*For the Employers.*—Shri S. S. Mukherjee, Advocate and Executive Committee member of the I.C.O.A.**INDUSTRY:** Coal.**STATE:** Bihar

Dhanbad, dated the 13th of June, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the East Bastacolla colliery, Post Office-Dhansar (Dhanbad) their workman, by its order No. 2/151/68-LRII dated the 1st of November, 1968 referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

"Whether the action of the management of East Bastacolla colliery, Post Office Dhansar (Dhanbad) in not allowing their workman Shri Bhuneshwar Mahato, Timber man, to join duty from the 8th April, 1968 and subsequently suspending him for 10 days from the 12th April, 1968 was justified? If not, to what relief is the workman entitled?"

2. The employers filed their written statement on the 2nd of December, 1968. Their case is that East Bastacolla colliery is owned by East Bastacolla Colliery Company and the East Lohapati colliery by East Lohapati Colliery Company. Both these companies are partnership concern. Both the collieries are managed by common partner, Shri B. L. Agarwalla.

3. The concerned workman Sri Bhuneswar Mahato was working as Timberman at East Bastacolla Colliery at the relevant time. On account of emergency Shri Bhuneswar Mahato by letter dated 6th April, 1968 was temporarily transferred to East Lohapati Colliery in the same post without affecting his wages or other conditions of service and that he was asked to report at East Lohapati Colliery by 8th April, 1968. Shri Bhuneswar Mahato refused to carry out the order of transfer and did not report at East Lohapati Colliery. On this account a charge sheet dated 12th April, 1968 was issued to Bhuneswar Mahato and he was suspended pending enquiry. Shri Bhuneswar Mahato submitted his reply dated 16th April, 1968 denying the charge. A departmental enquiry was held on the 17th April, 1968 in presence of Shri Bhuneswar Mahato when he was given full chance and opportunities to cross examine the witnesses and defend himself. In the departmental enquiry the misconduct mentioned in the chargesheet dated 12th April, 1968 was satisfactorily established and he was therefore, suspended for 10 days from 12th April, 1968 by letter dated 17th April, 1968. According to the management the suspension of Sri Bhuneswar Mahato was justified and he is not entitled to any relief.

4. It was further submitted that the employers had no knowledge if Shri Bhuneswar Mahato was a member of the Bihar Koyala Mazdoor Sabha or of any Union at all at the relevant time.

5. Bihar Koyala Mazdoor Sabha filed the written statement on behalf of the workman on 17th March, 1969. Their case is that Shri Bhuneswar Mahato, the concerned workman has been working in East Bastacolla Colliery for over 10 years continuously as a Timberman and has a classification of service. Since he has been taking active part in the trade union work at the East Bastacolla

Colliery, the management tried to get rid of him. With this aim in view the management stopped him from work when he reported for duty in the night shift on 8th April, 1968. When he approached the management for remedy he was given a letter of transfer to East Lohapati Colliery on 9th April, 1968 though the said letter was dated 6th April, 1968. Immediately after the receipt of the said letter of transfer the concerned workman sent an application dated 9th April, 1968 which was received by the management on 13th April, 1968. In that letter it was pointed out that the action of the management in issuing transfer order to a Colliery not under the control and management of the same concern and the subsequent action of not allowing him to join to his duties and suspension orders issued for an indefinite period was illegal, arbitrary, and unjustified. Immediately after the receipt of the said letter the management issued chargesheet dated 12th April, 1968. The concerned workman Sri Bhuneswar Mahato submitted his reply to the chargesheet on 10th April, 1968 denying the allegation. According to the Union the management did not hold any enquiry and passed the order of suspension for 10 days from 12th April, 1968 to 21st April, 1968 though the concerned workman was kept idle for more than 10 days from work as he was stopped from work from 8th April, 1968. According to the Union the order of transfer was illegal, contrary to the provisions of the Standing Orders and malafide. According to the Union the suspension was arbitrary and was an act of victimisation because the workman was an active member of the Union.

6. The following points arise for consideration.

1. Was the management justified in not allowing their workman Sri Bhuneswar Mahato, Timberman to join duty from the 8th April, 1968?
2. Was the management justified in suspending him for 10 days from 12th April, 1968?

7. Both the points are interconnected and therefore, they are taken up together.

8. The management has examined one witness viz. Sri M. L. Duggar, who was the manager of the East Bastacolla Colliery during the period 22nd November, 1967 to 1st June, 1969. They have also exhibited 5 items of documents and they are marked Ext. M-1 to M-5. Ext. M-1 is letter dated 6th April, 1968 issued by Sri M. L. Duggar, the manager of the East Bastacolla Colliery transferring the concerned workman Sri Bhuneswar Mahato from East Bastacolla Colliery to East Lohapati Colliery from the 8th of April, 1968. Admittedly the concerned workman Sri Bhuneswar Mahato did not report on 8th April, 1968 at East Lohapati Colliery for duties. Thereupon the management issued a chargesheet to the concerned workman Sri Bhuneswar Mahato. Ext. M-2 is the chargesheet dated 12th April, 1968. He was charged on three counts viz. (i) for wilful in-subordination or disobedience of a lawful and the reasonable order of a superior (ii) Causing wilful damage to work in progress or to property to the employers (iii) Violation of the Indian Coal Mines Regulations 1957 regulation 46.

9. The concerned workman Sri Bhuneswar Mahato submitted his reply to the chargesheet denying the charges (*vide* Ext. M-3). Ext. M-5 is the enquiring proceeding against Sri Bhuneswar Mahato. There was no evidence before the enquiring officer in respect to count No. 2 viz. causing wilful damage to work in progress nor there was any evidence regarding count No. 3 viz. violation of the Indian Coal Mines regulation 46 and consequently there was no finding on these counts. The concerned workman Sri Bhuneswar Mahato was not found guilty under counts No. 2 and 3. According to the enquiring officer he was guilty of count No. 1 i.e. wilful in-subordination and disobedience of lawful and reasonable order of the superior.

10. In his reply to the chargesheet the stand taken by the concerned workman was that the action of the management in issuing transfer order to a colliery not under control of the management of the same concern was illegal, arbitrary and unjustified. The stand taken by the Union before the Conciliation Officer was that the transfer order was illegal and malafide since East Bastacolla and East Lohapati Colliery are not owned and managed by the same company and are not under the same management. Before me also the stand taken by the Union is that the order of transfer dated 6th April, 1968 was not a lawful order since East Bastacolla Colliery and East Lohapati Colliery are not under the same management.

11. Para 26 of the Standing Order runs as follows:—

“All workmen are liable to be transferred from one department to another or from one station to another or from one colliery to another under the same management provided such transfer does not cause any prejudice to the wages and other conditions of service and provided that reasonable notice is given of such transfer.”

12. Therefore, the main point for consideration is whether the East Bastacolla Colliery and East Lohapati Colliery are under the same management?”

13. At the outset I must state that there is no sufficient and reliable evidence on record to show that the East Bastacolla Colliery and East Lohapati Colliery are under the same management. There is no finding of the Enquiring Officer Sri M. L. Duggar to the effect that the East Bastacolla Colliery and the East Lohapati Colliery are under the same management. In his report Sri M. L. Duggar only stated that the transfer order was given under instruction from B. L. Agrawalla, who is the common partner of both the collieries viz. East Bastacolla and East Lohapati Colliery. Therefore, according to him Sri B. L. Agrawalla is the common partner of both the collieries. This in itself is not sufficient for holding that these two collieries viz. East Bastacolla and East Lohapati Colliery are under the same management. The individual partnership of the two collieries viz. East Bastacolla and East Lohapati Collieries are different. These two collieries have different managers and MW-1 Sri M. L. Duggar admitted in his evidence that the manager of East Bastacolla Colliery can not interfere with the management of East Lohapati Colliery. The letter of transfer of Sri Bhuneswar Mahato (Ext. M-1) was signed by the manager of the East Bastacolla Colliery. It was not signed by the common partner Sri B. L. Agrawalla. Therefore, I find that the individual partners of two collieries are different. Even MW-1 Sri M. L. Duggar has not made a categorical statement in his evidence that the East Bastacolla colliery and East Lohapati Colliery are under the same management.

14. I therefore, find that there is no sufficient evidence to hold that the East Lohapati Colliery and the East Bastacolla Colliery are under the same management. Consequently the order of transfer dated 6th April, 1968 transferring Sri Bhuneswar Mahato, the concerned workman from East Bastacolla Colliery to East Lohapati Colliery is illegal and as such the concerned workman was justified in not joining at East Lohapati Colliery on 8th of April, 1968 and consequently the order suspending him for 10 days was illegal.

15. It is admitted that the concerned workman Sri Bhuneswar Mahato, Timberman did not join on the 8th of April, 1968 at East Lohapati Colliery as ordered by the management. The order of the management transferring the concerned workman Sri Bhuneswar Mahato from the 8th of April, 1968 from East Bastacolla to East Lohapati Colliery was illegal and consequently the order suspending him was equally illegal.

16. I therefore, hold that the action of the management in not allowing the concerned workman Sri Bhuneswar Mahato to join his duty on the 8th of April, 1968 and consequently suspending him for 10 days from 12th April, 1968 was unjustified and the concerned workman Sri Bhuneswar Mahato is therefore, entitled for his full wages during the period 8th of April till 21st of April, 1968.

17. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947

(Sd.) SACHIDANAND SINHA.

Presiding Officer.

[No. 2/151/68-LRII.]

S.O. 2914.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No 2), Dhanbad, in the industrial dispute between the employers in relation to the management of Amlabad Colliery, Post Office Bhowra, Dhanbad and their workmen, which was received by the Central Government on the 28th June, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD**

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE NO. 234 OF 1967

In the matter of an industrial dispute under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of Amlabad Colliery, Post Office Bhowra, Dhanbad.

AND

Their workmen.

APPEARANCES:

On behalf of the employers: **Shri K. C. Nandkeolyar, Deputy Chief Personnel Officer.**

On behalf of the workmen: **None.**

STATE: Bihar

INDUSTRY: Coal

Dhanbad, 25th June, 1969

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Amlabad Colliery, Post Office Bhowra, Dhanbad and their workmen, by its order No. 2/125/66-LRII dated 14th June, 1967 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

- (a) Whether Shri Osman Mian, a miner of Amlabad Colliery who is an Ex-T.B. patient, should be provided with any light job on surface keeping in view his health?
- (b) If so, in what capacity and what other relief should he be provided with?

2. Statement of demands is filed on behalf of the workmen. In spite of giving opportunity the employers did not pay the day costs as ordered on 14th November, 1968 and as such their statement is not accepted. The workmen chose to remain absent on several hearings and, as such the case proceeded in accordance with Rule 22 of the Industrial Disputes (Central) Rules, 1957. The employers were represented by Shri K. C. Nandkeolyar, Deputy Chief Personnel Officer.

3. Shri Osman Mian (hereinafter referred to as the affected workman) was a permanent employee as a miner at Amlabad Colliery of the employers. He was infected with T.B. owing to which he was treated at the T.B. Wing of the Central Hospital, Jagjivan Nagar. After more than a year he was discharged from the Hospital on 6th November, 1964 with a certificate, declaring him unfit for his job as a miner and recommending light surface duty. From 7th November, 1964 he was allowed to work as a chaprasi for 3 or 4 days in a week on daily rated basis of Rs. 3/- per day for some time. These facts are not in dispute. The claim of the workmen is that he is entitled to be provided with a light job on surface.

4. In terms of the reference it is manifest that the affected workman was appointed as a miner. It means that the contract between him and the employers was of a service as a miner. When, owing to his unfitness the affected workman became unfit to perform his part of the contract it cannot be said that his services are terminated. It is the contract of service which has come to an end. In this view I am supported by the decision in Workmen of Bangalore W.C. and Silk Mills Co.-vs-its Management (1962-II-L.L.J.-213). Hence, the employers cannot be compelled to provide the affected workman with any light job on surface. But I am sure that humane consideration would prevail with the employers and they would allot to him one of the Category I surface jobs such as, watchman, chaprasi, Friction Roller mazdoor, store mazdoor, shale picker, etc.

5. I, therefore, hold that the affected workman Shri Osman Mian, a miner of Amlabad Colliery, who is an Ex-T.B. patient, is not entitled to be provided with any light job on surface keeping in view his health and, consequently he is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer.

Central Government Industrial Tribunal (No. 2)
Dhanbad.

[No. 2/125/66-LRII.]

S.O. 2915.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the South Bulliaree Kanduaadih Collieries, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 1st July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD
REFERENCE NO. 37 OF 1968

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the South Bulliaree Kenduadih Collieries.

Versus

Their workmen.

APPEARANCES:

For employers—Shri S. S. Mukherjee, Advocate.

For workmen—Shri Ram Mitra, Secretary, Bihar Koyla Mazdoor Sabha.

INDUSTRY: Coal

STATE: Bihar

Dhanbad, dated the 18th of June, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the South Bulliaree Kenduadih Collieries, Post Office Kusunda, District Dhanbad and their workmen by its Order No. 2(19)/67-LRII dated the 17th February, 1967 referred to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

“Whether the demand of Shri Daharoo Barhi, Coal Breaker at South Bulliaree Kenduadih Collieries, Post Office Kusunda, District Dhanbad, that the management of the above named collieries of Messrs. East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad, should allow him to resume his duties with full wages and other benefits with retrospective effect from the 27th September, 1966, is justified? If so, to what relief is the workman entitled?”

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 20 of 1967 on its file. While it was pending there the proceeding was transferred by the Central Government by its Order No. 8/25/67-LRII dated the 8th of May, 1967 to the Central Government Industrial Tribunal No. 2, Dhanbad where it was registered as reference No. 217 of 1967. The Central Government by its subsequent Order No. 8/71/68-LRII dated the 13th of August, 1968 transferred the dispute to this Tribunal and here it has been re-numbered as reference No. 87 of 1968.

3. Bihar Koyla Mazdoor Sabha filed the written statement on behalf of the workman on 8th January 1969. Their case is that the concerned workman Sri Daharoo Barhi has been working since long as a Coal breaker with clean service

record. The concerned workman Sri Daharoo Barhi made a complaint to the Chief Mining Engineer against Sri Lakhnan Napit and the Welfare Officer. While the matter was under investigation the aforesaid Sri Lakhnan Napit with the help of Welfare Officer implicated the concerned workman Sri Daharoo Barhi in a false charge. The chargesheet dated 26th September 1966 issued by the management to the concerned workman Sri Daharoo Barhi was false and concocted. The concerned workman Sri Daharoo Barhi denied the charge levelled against him. The management stopped the concerned workman from work with effect from the 27th of September, 1966, pending enquiry. The management did not hold any proper enquiry. Later on the management allowed the concerned workman to resume his duties with effect from the 6th of March, 1967. According to the Union the concerned workman Sri Daharoo Barhi is entitled to receive from the employers his full backwages from the 27th of September, 1966 to the 6th of March, 1967.

4. The management filed their written statement on 27th December, 1966. According to the management the concerned workman Sri Daharoo Barhi was working as a Coal breaker, at the colliery at the relevant time. Sri Daharoo Barhi had stolen a big prop, four small props and a piece of loading patia belonging to the Company for which a chargesheet dated 26th September 1966 was issued to him and Sri Daharoo Barhi was suspended pending enquiry. When Sri Daharoo Barhi failed to submit his explanation a letter dated 3rd October 1966 was issued by the manager asking him to submit his explanation immediately. Sri Daharoo Barhi submitted his reply to the chargesheet on 6th October 1966. On that very date, that is, on 6th October 1966 a letter was issued to Sri Daharoo Barhi fixing 7th October 1966 at 9 A.M. as date and time of departmental enquiry. But Sri Daharoo Barhi did not appear on that date. Thereupon another letter dated 8th October 1966 was issued to Sri Daharoo Barhi asking him to attend the departmental enquiry which was fixed on 11th October 1966. The departmental enquiry was conducted on 11th October 1966 in the presence of the concerned workman when full opportunities were given to him to cross-examine the witnesses and produce his own defence witness. In the above departmental enquiry the misconduct mentioned in the chargesheet was satisfactorily established.

5. On 11th October 1966, on the completion of enquiry Sri Daharoo Barhi was asked by the manager to report for duty at once and on his failure to do so a letter dated 14th October 1966 was issued to Sri Daharoo Barhi asking him to report for duty immediately. Sri Daharoo Barhi did not report for duty after the departmental enquiry was over when he was asked by the manager verbally to do so and even after the receipt of letter dated 14th October 1966. The concerned workman Sri Daharoo Barhi after remaining absent without any permission or authorised leave came to the colliery in March, 1967 and requested for a job for which management agreed and he joined on 6th March 1967. According to the Management the demand of Sri Daharoo Barhi to resume his duty with full wages and other benefits with retrospective effect from 27th September 1966 is not at all justified and he is not entitled to any relief.

6. On behalf of the management two witnesses were examined namely MW-1 Sri S. K. Banerjee, the Labour Officer, who conducted the domestic enquiry into the chargesheet levelled against the concerned workman and MW-2 Ramdhani Pandit, the Peon, who had delivered the letter dated 14th October 1966 to the concerned workman. The management also exhibited 10 items of documents which were marked as Ext. M-1 to M-10. On behalf of the workman one witness namely Sri Daharoo Barhi, the concerned workman was examined and 6 items of documents were exhibited and they are marked as Ext. W-1 to W-6.

7. According to the terms of reference the point for determination is whether Sri Daharoo Barhi the concerned workman was refused employment with effect from 27th September 1966 to 6th March 1967 or in other words whether the management was responsible keeping the concerned workman out of employment between 27th September 1966 to 6th March 1967?

8. Ext. M-1 is the chargesheet dated 26th September 1966. The concerned workman was charged for theft of one big prop, four small props and a piece of loading patia from the company (*vide* Ext. M-1). The concerned workman Sri Daharoo Barhi denied the charge levelled against him. According to the concerned workman he was falsely implicated by his enemies. Ext. M-3 to M-5 are the notices of enquiry. The departmental enquiry was held on 11th October 1966 and in the departmental enquiry the management examined as many as five witnesses namely Lakhnan Napit, Kallash Trammer, Durga Pado Mazumdar, Store Clerk, Rambilas Munshi and Dipan. The concerned workman Sri Daharoo Barhi refused to cross-examine the witnesses. Sri Daharoo Barhi gave his statement and in his statement he has admitted that the suspected articles namely one big prop, four small props

and one piece of loading patta were recovered from his quarter. Sri Daharoo Barhi was also examined before me and has also submitted that the suspected materials were recovered from his quarter. According to him his brother Dipan also lived in that very quarter and that the suspected materials were recovered from that portion of the house which was under the occupation of his brother Dipan. The enquiring officer held that the charge of theft has been established against the concerned workman Sri Daharoo Barhi and he was found guilty for the commission of the misconduct for which he was charged (*vide ext. M-7*).

9. According to the management though the charge levelled against Sri Daharoo Barhi was established, was let off with a warning. MW-1 Sri S. K. Banerjee stated before me that after the completion of enquiry on 11th October 1966 he asked Daharoo Barhi to join his duty but he did not join the same and thereafter a letter dated 14th October 1966 was issued to him by the colliery manager asking the concerned workman to report for duty immediately. It was specifically mentioned in that letter that the management shall not be responsible for his absence if he failed to report for duty. In the cross examination it was suggested to Sri S. K. Banerjee by the union that the concerned workman Daharoo Barhi was asked to join his duty on 11th October 1966 because after the completion of the enquiry the charge was not proved. This is an indirect admission by the union that on 11th October 1966 he was asked to report for duty but he did not report. When the concerned workman failed to report for duty a letter dated 14th October 1966 was issued to the concerned workman (*vide Ext. M-8*). This letter was delivered to Shri Daharoo Barhi on 31st October 1966 *vide* peon book (*vide Ext M-9*). From the peon book it appears that the peon did not meet the concerned workman Sri Daharoo Barhi on 15, 16, 17, 18, 19, 20, 21, 24, 25, 26; 27 and 28 October; 1966. The letter was ultimately delivered on 31st October and MW-2 Ramdhani Pandit has stated in his evidence before me that in the peon book he wrote the dates on which he had gone to Daharoo Barhi but could not meet him on those dates. He further stated that on 31st October 1966 he met Daharoo Barhi and delivered the letter *Exit. M-8* and took his thumb impression on the peon book. MW-1 Sri Daharoo Barhi has also admitted in his evidence before me that Ramdhani Pandit (MW-2) had handed over the letter and he had put his thumb impression on the peon book. The concerned workman therefore, had received the letter (*Ext. M-8*) on 31st October 1966. In that letter he was asked to immediately report for duty. It is not the case of the concerned workman that he was reporting for duty after 11th October 1966 but he was not allowed to resume his work.

10. Therefore, the evidence discussed above goes to show that the concerned workman Sri Daharoo Barhi did not report for duty after the completion of the departmental enquiry when he was asked by the manager verbally and even after the receipt of letter dated 14th October 1966. The management was therefore not responsible for his absence after he was asked to join his duty verbally on 11th October 1966 and by letter dated 14th October 1966. The concerned workman Sri Daharoo Barhi himself defaulted to join his duty till 6th March 1967 and therefore, the concerned workman, Sri Daharoo Barhi, is not entitled to any relief.

11. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd) SACHIDANAND SINHA,

Presiding Officer.

[No. 2/19/67-LRII.]

S.O. 2916—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Kharkharec Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharharce, District Dhanbad and their workmen, which was received by the Central Government on the 1st July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD

REFERENCE No. 108 OF 1968

PRESENT:

Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the Kharkharec Colliery

AND

Their workman.

APPEARANCES:

For employers: Shri S. S. Mukherjee, Advocate.

For workmen: Shri S. N. Mishra, General Secretary.

INDUSTRY : COAL

STATE : BIHAR

Dhanbad, Dated the 19th of June, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen by its order No. 2/159/68-LRII dated the 26th of September, 1968 referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below.

SCHEDULE

"Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad was justified in refusing employment to Sri Madan Singh, Fitter Helper, with effect from the 14th July, 1968? If not, to what relief is the workman entitled?"

2. The parties negotiated the dispute and have settled it amicably. They have filed a compromise petition at Annexure 'A'. According to the terms of compromise the services of Shri Madan Singh, Fitter Helper, the concerned workman will stand terminated with effect from 14th July, 1968, as if retrenched, and he will be paid retrenchment compensation due to him. Over and above this Shri Madan Singh will receive a sum of Rs. 300/- (Rupees Three Hundred only) as payment of all his claims and demands from the employer upto the date of this settlement. The concerned workman Sri Madan Singh will also receive his outstanding legal dues such as Leave Wages, Bonus, P. S. Bonus, arrear wages and all other dues payable to him and that the aforesaid amounts shall be paid to the concerned workman Sri Madan Singh within a week from the date of this settlement and Sri Madan Singh will give vacant possession of the quarter occupied by him.

3. The terms are reasonable and are accepted. Accordingly an award is made in terms of the joint petition of compromise, a copy of which is annexed with the award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,

Presiding Officer.

ANNEXURE 'A'

BEFORE THE CHAIRMAN, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NO. 3, DHANBAD

REFERENCE No. 108 OF 1968

PARTIES:

Employers in relation to the Kharkharee Colliery

AND

Their Workmen.

The Parties above named beg to state that without prejudice to the respective contentions of the parties, the dispute of the present Reference has been amicably settled on the following condition:—

1. That the services of Shri Madan Singh, Fitter Helper, the workman concerned in the dispute will stand terminated with effect from 14th July, 1968, as if retrenched, and he will be paid retrenchment compensation due to him.

2. That Shri Madan Singh will receive a sum of Rs. 300/- (Rupees Three Hundred only) as an *ex-gratia* payment of all his claims and demands from the Employer upto the date of this settlement.

3. That Shri Madan Singh will also receive his out-standing legal dues such as Leave Wages, Bonus, P. S. Bonus, arrear wages and all other dues payable to him.

4. That the amounts mentioned in paragraph 1, 2 and 3 above will be made to Shri Madan Singh within a week from the date of this settlement.

5. That Shri Madan Singh will give vacant possession of the quarter occupied by him.

6. That the parties will bear their respective costs of this proceedings.

7. That the above terms finally resolves the dispute pending before the Honourable Tribunal.

It is therefore humbly prayed that the compromise may kindly be recorded and an Award passed in terms thereof.

For workman
(Sd.) S. N. Mishra,
General Secretary,
Kharkharee-Ganeshpur
Colliery Labour Union.

For Employer
(Sd.) S. S. Mukherjee,
Advocate,
Dharbad.

(Sd) S. C. JAIN.
Director,
Kharkharee Collier.

[No. 2/159/68-LRII.]

S.O. 2017.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Kalichhappar Colliery of Messrs C. P. Syndicate (Private) Limited, Byramji Town, Nagpur and their workmen, which was received by the Central Government on the 4th July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Dated June 27, 1969

PRESENT :

Shri G. C. Agarwala, *Presiding Officer.*

CASE No. CGIT/LC(R) (5) OF 1969

PARTIES :

Employers in relation to Kalichhappar Colliery of M/s. C. P. Syndicate (Private) Limited, Dolley Dale, Byramji Town, Nagpur (M.S.)

Vs.

Their workmen represented through Satpura Koyala Khadan Mazdoor Congress, P.O. Junnardeo, Distt. Chhindwara, (M.P.)

APPEARANCES :

For employers:—S/Shri G. N. Gupta and Jamshed P. Cassad.

For workmen:—Shri Ram Narain Singh, General Secretary, Satpura Koyala Khadan Mazdoor Congress.

INDUSTRY: Coal Mine.

DISTRICT: Nagpur (M.S.)

AWARD

By notification No. 6/45/68-LRII dated 18th November, 1968, the Ministry of Labour and Employment referred the following dispute as stated in the schedule to the order of reference to this Tribunal for adjudication.

Matter of Dispute

Whether the action of the management of Kalichhappar Colliery Messrs C. P. Syndicate (Private) Limited, Dolley Dale, Byramji Town, Nagpur, in terminating the services of their workman Shri G. Joseph,

Fitter, with effect from the 1st July, 1968, treating his letter dated the 29th April, 1968, as letter of resignation and accepting the same as resignation is justified? If not, to what relief is the workman entitled.

The facts are short and simple. The workman concerned, Shri G. Joseph, was a Fitter and had rendered about 17 years of service. He had been working in the Kalichapar Colliery of M/s. C. P. Syndicate (Private) Limited. It appears that payment of monthly wages to workers was not being made regularly at this colliery. Feeling disgusted with delayed payments, Joseph sent a letter of resignation dated 29th April, 1968 to the management (Ex. E-7). In this, he complained that even though it was 29th April, 1968 wages for the month of March '68, had not been paid and whenever cash was received from Head Office, it was utilised for different purposes. He, therefore, gave one month's notice to the management to accept his resignation and further added that if the wages together with Bonus and Provident Fund were not paid till the date of his notice, he would be entitled to his wages after he had ceased to work. This resignation was delivered personally to the Manager, Shri O. P. Handa, who is no more in the service of the management and left service on 1st February, 1969. According to Joseph, he withdrew the resignation by a letter dated 10th May, 1968 which was sent by registered post and copy of which is Ex. W-2. The management denied the receipt of this letter. The Supervising Agent of the colliery, Shri Jamshed P. Cassad (E. W. 2) was out of station and had been at Tatanagar for the whole months of May and June, 1968. According to him, when he came back, the resignation letter dated 29th April, 1968 (Ex. E-7) came up to him for orders. He accepted the resignation and ordered preparation of accounts. This was dated 29th June, 1968 (Ex. E-6) which was actually delivered to Joseph on 1st July, 1968. Joseph recorded an endorsement about the receipt of this letter giving the date and time as 3-45 p.m. No protest was lodged by him at that time. According to Cashier-cum-Clerk of Colliery, Shri D. N. Bhattacharya (E. W. 1) Joseph came to him and saw the final account prepared by him two days earlier before he actually received payment on 4th July, 1968. The final account copy (Ex. E-5) shows that he received payment of Rs. 662.06 in full and final settlement and he recorded an endorsement thereon as receipt of payment. On the same date, he further received Rs. 100 as *ex-gratia* payment for good work (Ex. E-4). According to Shri Jamshed P. Cassad Joseph after receiving final payment came to him again and requested for some more payment which he sanctioned in the sum of Rs. 100/- and instructed the Cashier to pay the same. After *ex-gratia* payment was made on the same date, he called Joseph and enquired from him when he would vacate the quarter. Joseph stated that he would do so within 15 days. He asked Joseph to give it in writing, upon which he wanted one month's time and gave a writing (Ex. E-1). He did not tell Cassad at any time that he had withdrawn his resignation. After having received payment, Joseph seems to have changed his mind and addressed a letter dated 4th July, 1968 (Ex. E-3) in which he alleged that he was made to accept payment under duress and wanted retrenchment compensation and notice pay etc. The management replied this letter refuting the allegations by means of letter dated 18th/17th July, 1968 (Ex. E-2). The case was then taken up by the union, the Satpura Koyala Khadan Mazdoor Congress and which in due course resulted in this reference.

The statement of claim filed by the Union was full of irrelevant matters and was highly verbose and argumentative. It was difficult to pick up grain from the chaff. However, the controversy narrowed down to the question whether Joseph had withdrawn the resignation and had he received the payment on 4th July, 1968 under duress. On both these points, it is difficult to believe the version of Joseph. It does appear that he sent some communication under registered post to the management on 10th May, 1968. This is proved by the fact that after the dispute had been raised in conciliation, he addressed a communication to the Postmaster on 4th January, 1969 (Ex. E-9) on which the Postmaster recorded an endorsement that the communication in question was delivered to Shri O. P. Handa, Manager. That may have been so but the fact that this communication was necessarily a letter withdrawing the resignation is doubtful. Shri O. P. Handa is no more in the service of the management. Shri Jamshed P. Cassad stated that when he came to know of the stand of Joseph during conciliation that he had sent a letter withdrawing resignation, he enquired from Handa who had told him that he did not remember if any such communication was received. He tried to get it searched out in the office but none was found. There is no reason to doubt the statement of Shri Cassad on the point. If Joseph had really withdrawn the resignation, he would have certainly recorded an endorsement about it while receiving payment on 4th July, 1968. In any case, when he challenged the payment as involuntary in his letter dated 4th July, 1968, he

must have assailed the conduct of the management and should have questioned the right of management in accepting resignation after it had been withdrawn by him. The absence of any such allegation in this communication dated 4th July, 1968 is a proof positive of the fact that he had not withdrawn the resignation. He had other disputes with the management regarding the grade etc. and some were pending in conciliation also. The alleged communication dated 10th May, 1968 may have been on some other subject but it is doubtful that it was really a letter withdrawing resignation.

Even assuming that he had withdrawn the resignation by this communication, mere sending a letter withdrawing resignation would not be enough. It must be shown that the employers had notice of it and were aware of the fact before accepting the resignation. Shri Cassad specifically stated that no such communication had come to his notice and Shri Handa denied to him to have received it. It was for Joseph to have produced Handa to prove the fact affirmatively that he had, in fact, received the letter withdrawing the resignation and the fact had been brought to the notice of Cassad before he accepted the same. In the absence of this, it is not possible to place reliance on the version of Joseph that he had withdrawn the resignation before it was accepted by Cassad.

The subsequent conduct of Joseph is also indicative of the fact that he had not withdrawn the resignation. He accepted full and final payment without murmur on 4-7-68 and did not record any protest thereon. Not only this, as stated by Cassad he approached him for some more payment and he received Rs. 100 as *ex-gratia* payment. By writing (Ex. E-1) executed on the same date, he agreed to vacate the quarter within one month. All these facts are evidently inconsistent with the plea of coercion and duress. Manifestly, he conceded to the position that his resignation had been accepted and he voluntarily accepted full payment of his dues together with an *ex-gratia* payment of Rs. 100 and had further agreed to vacate the quarter within one month. He has also withdrawn the provident fund account. All this shows that he willingly acquiesced to the position that his resignation had been validly accepted. It is true that in industrial matters, technical rule of estoppel and acquiescence has no place but where a worker is found to have acted voluntarily, he cannot be allowed to play loose and fast. Whatever may have been the grievances of Joseph against the management which impelled him to resign, the fact remains that he resigned of his free will and the management accepted the resignation without having any knowledge that he had withdrawn the resignation, even assuming that he had withdrawn it, a doubtful fact, and that having accepted full and final payment and even *ex-gratia* payment, he cannot be allowed to resile from the position.

Decision:—

The result is that the issue under reference is answered in affirmative. The management was justified in accepting the resignation letter, dated 29th April, 1968 and terminating the services of Joseph with effect from 1st July, 1968. He is not entitled to any relief. No order for costs.

(Sd.) G. C. AGARWALA,
Presiding Officer.
27-6-1969.

[No. 548/68-LRII.]

S.O. 2918—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Bhagatdih Rise Area Colliery, Post Office Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 7th July, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
DHANBAD**

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 1 of 1969

PARTIES:

Employers in relation to Bhagatdih Rise Area Colliery, Post Office Jharia Dist., Dhanbad.

AND

Their workmen.

PRESENT:

Shri Kamla Sahai, Presiding Officer.

APPEARANCES:

On behalf of the Employers.—Sri R. N. Ganguly, Administrative Officer.

On behalf of the Workman.—Sri Rajballabh Prasad, Secretary, Khan Mazdoor Congress.

STATE: Bihar.

Dhanbad, the 1st July, 1969

INDUSTRY: Coal.

AWARD

By Order No. 2/139/68-LRII dated the 22nd November, 1968, the Central Government, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) has made this reference to this Tribunal for adjudication of an Industrial Dispute which has been described in the schedule as follows:—

SCHEDULE

Whether the management of Bhuggatdih Rise Area Colliery, Post Office Jharua (Distt. Dhanbad) was justified in stopping Shri Phulchand Harijan; Miner, from work with effect from the 25th March, 1969? If not, to what relief is the workman entitled?

Parties have entered into a compromise and have amicably settled their dispute. I have accepted the compromise and have directed the reference to be disposed of in terms thereof. I have further directed that the compromise petition will form part of the award.

This is my award. Let this be submitted to the Central Government under Section 15 of the Industrial Disputes Act.

(Sd.) KAMLA SAHAI,
Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE No. 1 OF 1969

Employers in relation to Bhuggatdih Rise Area Colliery

AND

Their workman.

That without prejudice to the respective contentions of the parties, the dispute concerning the above reference has been amicably settled between the parties on the following terms:—

- (1) That Sri Phulchand Harijan, the workman concerned in the present reference will be reinstated in his original as Miner/Labour with continuity of service.
- (2) That the above workman will join in his post not later than 25th July, 1969.
- (3) That in case the above workman does not join latest by 25th July, 1969, he will have no claim on appointment and his services will stand terminated without any compensation or dispute whatsoever.
- (4) That the period of service from the date of his stoppage till he joins the service as mentioned above will be treated as leave without wages for the purpose of continuity of services only.
- (5) That the workman mentioned in the terms of reference will be paid Rs. 600/- only as an *ex-gratia* payment in full and final settlement of all his claims and demands from the date of his stoppage till the day of his joining service as mentioned above.
- (6) That the above terms finally resolve all disputes pending before the Hon'ble Tribunal concerning the above reference.

It is, therefore humbly prayed that this settlement may kindly be recorded and an award passed in terms thereof.

For the workmen:

1. (Sd.) RAJBALLABH PRASAD,
Secretary,
Khan Mazdoor Congress.

For the employers:

1. (Sd.) S. K. BHATTACHARYA, Agent.
2. (Sd.) R. N. Ganguly,
Administrative Officer.

[No. 2/139/68-LR II.]

Witnesses:

1. (Sd.) Illegible.
2. (Sd.) Illegible.

ORDERS

New Delhi, the 7th July 1969

S.O. 2919.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhowra Colliery of Messrs Karamchand Thapar and Brothers, Post Office Bhowra, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Bhowra Colliery of Messrs Karamchand Thapar and Brothers, Post Office Bhowra, District Dhanbad, having regard to their financial capacity are justified in not paying Variable Dearness Allowance as per the recommendations of the Wage Board for Coal Industry. If not, what should be the quantum of variable dearness allowance and from what date?

[No. 2/101/69-LRII.]

S.O. 2926.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Parbella Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the monthly paid workmen of Parbella Colliery owned by Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan have in any way been adversely affected in their privileges regarding entitlement or grant of leave with full pay including sick leave on and from the 15th August, 1967? If so, what relief are they entitled?

[No. 6/35/69-LRII.]

New Delhi, the 8th July 1969

S.O. 2921.—Whereas an industrial dispute exists between the management of Bikaner Gypsums Limited, Bikaner (herein after referred to as the said Company) and their workmen represented by the Rashtriya Gypsum Karamchari Sangh, Jamsar (hereinafter referred to as the Union);

And, whereas the said company and the Union have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 20th June, 1969.

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

NAME OF PARTIES:

Representing employers:

- (1) Shri H. P. Chaudhury, Agent, Bikaner Gypsums Ltd., Bikaner
- (2) Shri K. P. Gupta, Mines Manager, Bikaner Gypsums Ltd., Jamsar.
- (3) Shri A. K. Mukherjee, Personnel Manager, Bikaner Gypsums Ltd., Bikaner.

Representing workmen:

- (1) Shri Dilbagh Singh, Vice-President, Rashtriya Gypsum Karamchari Sangh, Jamsar.
- (2) Shri B. C. Ganguli, Manager Rashtriya Gypsum Karamchari Sangh, Jamsar.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Maheepathi, Deputy Chief Labour Commissioner (Central), New Delhi.

(i) Specific matter in dispute.

"Whether the demand of the Rashtriya Gypsum Karamchari Sangh, Jamsar (Bikaner) the S/Shri Abdul Shakoor and Farida should be paid the well allowance for having worked at Well No. 3 (Tube-Well) is justified and, if so, to what relief the workmen are entitled and from what date?"

- | | |
|---|---|
| (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved. | Management of Bikaner Gypsums Ltd., Bikaner and its workmen represented by Rashtriya Gypsum Karamchari Sangh, Jamsar (Bikaner). |
| (iii) Name of the Union, if any, representing the workmen in question. | Rashtriya Gypsum Karamchari Sangh, Jamsar. |
| (iv) Total number of workmen employed in the undertaking affected. | 462 (Approx.). |
| (v) Estimated number of workmen affected or likely to be affected by the dispute. | Two |

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of six months or such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period aforesaid, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing employers:

- (1) Sd/- H. P. CHAUDHURY.
- (2) Sd/- K. P. GUPTA.
- (3) Sd/- K. MUKHERJEE.

Representing workmen:

- (1) Sd/- DILBAGH SINGH.
- (2) Sd/- B. C. GANGULI.

16.5.1969.

Witness:

- (1) Sd/-
- (2) (Sd)/-

S.O. 2932.—Whereas an industrial dispute exists between the management of Bikaner Gypsums Limited, Bikaner (hereinafter referred to as the said Company) and the workmen represented by the Gypsum Mines Workers Union, Bikaner (hereinafter referred to as the Union);

And whereas the said company and the Union have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now therefore, in pursuance of the provisions of section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 17th June, 1969

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

NAME OF PARTIES.

Representing employers:

- (1) Shri H. P. Chaudhury, Agent, Bikaner Gypsums Ltd., Bikaner.
- (2) Shri A. K. Mukherjee, Personnel Manager, Bikaner Gypsums Ltd., Bikaner.

Representing workmen:

- (1) Shri V. N. Gupta, Secretary, Gypsum Mines Workers Union, Bikaner.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Mahespathi, Deputy Chief Labour Commissioner (Central), New Delhi.

(i) Specific matter in dispute.

“Whether the demand of the Gypsum Mines Workers Union that Shri Gulab Singh, Supervisor should be supplied summer and winter uniforms and allotted duties as supervisor, Watch and Ward, is justified and if so to what relief is he entitled?”

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

Management of Bikaner Gypsums Ltd Bikaner and its workmen represented by Gypsum Mines Workers Union, Bikaner.

(iii) Name of the Union if any, representing the workmen in question.

Gypsum Mine. Workers Union, Bikaner, 19, Sethia Quarters, Bikaner. 462 (approx.).

(iv) Total number of workmen employed in the undertaking affected.

(v) Estimated number of workmen affected or likely to be affected by the dispute.

One

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award with a period of six months or such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration

Representing employers:

- (1) Sd/- H. P. CHAUDHURY.
- (2) Sd/- A. K. MUKHERJEE.

Representing workmen:

- (1) Sd/- V. N. GUPTA.

29.3.1969.

Witness:

- (1) Sd - U. S. SUTHA.
- (2) Sd/- S. G. SHARMA.

S.O. 2923.—Whereas an industrial dispute exists between the management of Bikaner Gypsums Limited, Bikaner (hereinafter referred to as the said Company) and their workmen represented by the Rashtriya Gypsum Karamchari Sangh Jamsar, Bikaner (hereinafter referred to as the Union);

And whereas the said company and the Union have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now therefore, in pursuance of the provisions of section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 17th June, 1969.

Agreement

Under Section 10-A of the Industrial Disputes Act, 1947.

BETWEEN

NAME OF PARTIES:

Representing Employer

- (1) Shri H. P. Chaudhury, Agent, Bikaner Gypsums Ltd., Bikaner.
- (2) Shri A. K. Mukherjee, Personnel Manager, Bikaner Gypsums Ltd., Bikaner.

Representing workmen:

- (1) Shri Gulam Shah, General Secretary, Rashtriya Gypsum Karamchari Sangh, Jamsar, Bikaner.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Maheepathi, Deputy Chief Labour Commissioner (Central), New Delhi.

(i) Specific matter in dispute.

“Whether the demand of the Rashtriya Gypsum Karamchari Sangh, Jamsar (Bikaner) that Shri D. P. Bhojak, Senior Clerk should be given the grade of 130—10—150—12-1/2—250—EB—15—325 with effect from 1st October, 1967, is justified and if so to what relief Shri Bhojak is entitled?”

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

Management of Bikaner Gypsums Ltd., Bikaner and its workmen represented by Rashtriya Gypsum Karamchari Sangh, Jamsar (Bikaner).

(iii) Name of the Union, if any, representing the workmen in question.

Rashtriya Gypsum Karamchari Sangh, Jamsar.

(iv) Total number of workmen employed in the undertaking affected.

462 (Approx.).

(v) Estimated number of workmen affected or likely to be affected by the dispute.

One.

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of six months or such further time as is extended by mutual agreement between us in writing.

In case the Award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing employers

- (1) Sd/- H. P. CHAUDHURY.
- (2) Sd/- A. K. MUKHERJEE.

Representing workmen

- (1) Sd/- GULAM SHAH.

29-3-1969

Witness:

- (1) Sd/- U. S. SUTHAN.
- (2) Sd/- S. G. SHARMA.

[No. 24(20)169-LRIV.]

S.O. 2924.—Whereas an industrial dispute exists between the management of Burn and Company Limited, Salem (hereinafter referred to as the said Company) and their workmen represented by (i) the Magnesite Workers Union, Karuppur Post, Salem (ii) The Salem District Magnesite National Labour Union, Suramangalam, Salem-5 and (iii) The Magnesite National Labour Union, Karuppur Post, Salem (hereinafter referred to as the said Unions);

And whereas the said company and the Unions have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of section (3) of section 10A of the said Act, the Central Government hereby publishes the said arbitration agreement, which was received by it on the 10th June, 1969.

Arbitration Agreement

(Under Section 10A of the Industrial Disputes Act 1947)

BETWEEN

NAME OF PARTIES:

Representing Employers

Shri D. R. Subramanian, General Manager, Burn and Company Ltd., Calcutta.

Representing workmen

Shri A. G. Viswanathan, Works Manager, Burn and Company Ltd., Salem.

Shri K. Balasubramanian, Secretary, Magnesite Workers Union.

Shri A. P. Pariathamby, General Secretary, Salem District Magnesite Labour Union.

Shri T. P. Natesan, Secretary, Magnesite National Labour Union.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri K. Ramswami Gounder, Retired Judge, High Court of Madras, residing at.....

(1) Specific Matter in Dispute.

The Unions represented that while 80 per cent of the norms for ore dressing and bench work and 85 per cent in other sections of mines and in factory has been agreed as the basis for making deduction in wages, any further fall in output to the extent of 5 per cent should not result in a proportionate deduction in total wages but only on basic wages. In making this demand the Union have conceded that deduction for output below 75 per cent in the case of ore dressers and bench workers and below 80 per cent in other sections of the mines and the factory, should be on total wages. As a gesture of goodwill, the management has agreed to make the proportionate deduction for output between 75 per cent and 80 per cent in the case of ore dressers and bench workers and for output between 80 per cent and 85 per cent in the other sections of mines and in factory

only from basic wages, but in the event of the Arbitrator holding that the deduction should be on the total wages, any amount which the workmen may have to refund to the Company will be recovered in 4 or 5 equal monthly instalments. Accordingly, the following shall be term of reference to the Arbitrator

"Whether the demand of the workmen for making the proportionate deduction (contemplated by clause 4 para 71 of the Award in IDs 39 and 71 of 66) from basic wages alone and not from total wages for variation in production between 75 per cent and 80 per cent in the case of ore dressers and bench workers in the mines and for variation in production between 80 per cent and 85 per cent in the other sections of the mines and in the factory, is justified"

(2) Details of the Parties to the dispute including the name and address of the Establishment of the Undertaking involved.

(a) The Worker Superintendent, Burn and Company Ltd, Salem-5.

(b) The General Secretary, Salem Dist. Magnesite Labour Union, Suramangalam, Salem-5.

(c) The Secretary, Magnesite Workers Union Karuppur P.O., Salem Dist.

(d) The Secretary, Magnesite National Labour Union, Karuppur P.O., Salem Dist.

(3) Total number of workmen employed in the undertaking aected—3300

(4) Estimated number of workmen aected or likely to be affected by the dispute—1806

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties

Representing Employer

(1) Sd/- D. R. SUBRAMANIAN

(2) Sd/- A. G. VISWANATHAN.

REPRESENTING WORKMEN

(1) Sd/- T. P. NATESAN. (2) Sd/- K. BALASUBRAMANIAN (3) Sd/- A. P. PARIATHAMBI,
Secretary, Secretary, M.W.U. Genl. Secretary, M.L.U.
M.N.L.U.

30-5-69.

30-5-69

30-5-69

Witness:

1. Sd/- 30-5-69

2. Sd/- 30-5-69

[No. F. 36/26/69-LR.IV.]

New Delhi, the 11th July 1969

S.O. 2925.—Whereas an industrial dispute exists between the employers in relation to the management of North Chirimiri Colliery, Post Office Gelahpani, District Surguja (Madhya Pradesh) and their workmen represented by the M.P. Colliery Workers' Federation.

And whereas the said employers and their workman have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration by the person specified therein, and have forwarded a copy of the said arbitration agreement to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 23rd June, 1969.

INDUSTRIAL DISPUTES (CENTRAL) RULES

FORM C

(See Rule 7)

Agreement

(Under section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Name of parties.—Employers in relation to North Chirimiri Colliery of M/s. United Collier Ltd.,

Vs

Their workmen represented by M. P. Colliery Workers' Federation, Chirimiri.

Representing Employees.—1. Shri R. K. Mahajan, Manager North Chirimiri Colliery, P.O. Gelahpani District Surguja (M.P.).

2. Shri S. S. Mishra, Group Personnel Officer, Agent Office, North Chirimiri Colliery.

Representing Workmen.—1. Shri B. P. Sinha, Dy. General Secretary, M.P. Colliery Workers' Federation, Chirimiri, District Surguja (M.P.).

2. Shri Sahebraj Singh, President, North Chirimiri Colliery Branch, M.P. Colliery Workers' Federation, P.O. Gelahpani, District Surguja (M.P.).

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri J. C. Mehta, Presiding Officer, State Labour Court No. 2 Gorakhpur, Jabalpur.

(i) *Specific matters in dispute.*—"Whether the management of North Chirimiri Colliery is justified in dismissing the following five workmen w.e.f. 8th February 1969, if not to what relief the workmen concerned concerned are entitled to?"

(1) Shri Majeed, s/o Jahoor, cc loader.

(2) Shri Hamid, s/o Budhoo, cc loader.

(3) Shri Shiv Mohan, s/o Sarjoo, cc loader.

(4) Shri Vali Mohd, s/o Ali Mohd, cc loader.

(5) Shri Jan Sai, s/o Bhai Ram, cc loader.

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—(1) Management of North Chirimiri Colliery of M/s. United Collieries Limited, P.O. Gelahpani, District Surguja (M.P.).

(2) M.P. Colliery Workers' Federation (Representing the workmen) Chirimiri, P.O. Chirimiri, District Surguja (M.P.).

(iii) *Name of the union, if any, representing the workmen in question.*—M.P. Colliery Workers' Federation, Chirimiri, P.O. Chirimiri.

(iv) *Total number of workmen employed in the undertaking affected.*—745.

(v) *Estimated number of workmen affected or likely to be affected by the dispute.*—Five.

We further agree that the decisions of the arbitration shall be binding on us.

The arbitrator(s) shall make his (their) award within a period of 3 months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing employers

1. (Sd.) R. K. MAHAJAN.

2. (Sd.) S. S. MISHRA, 4-6-1969.

Representing workmen

1. (Sd.) B. B. SINHA

2. (Sd.) SAHEBRAJ SINGH.

Witness

1. Sd/- V. D. DWEVEDI.

2. Sd/- S. T. SIDDIQI.

Dated, the 4th June 1969.

S.O. 2926.—Whereas an industrial dispute exists between the employers in relation to the Kumardihi Colliery, Post Office Ukhra, District Burdwan and their workman Shri Damodar Roy Chowdhury, Fan Khalasi;

And whereas the said employers and the workman have, by a written agreement, in pursuance of the provisions of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government:

Now, therefore, in pursuance of the provision of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 23rd June, 1969.

FORM C

(See Rule 7)

Agreement

(Under Section 10-A of the I.D. Act 1947)

Name of the Parties:

Representing Employers—(1) Shri J. N. Gupta, Manager, Kumardihi Colliery, P.O. Ukhra, District-Burdwan.

Representing Workman—(2) Damodar Roy Chowdhury, P. O. Kumardihi, District-Burdwan.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri K. Sharan, Regional Labour Commissioner(C) Asansol, Dist. Burdwan

(1) Specific matter in dispute:

“Whether the management of Kumardihi Colliery of M/s. Kumardihi Coal Co., P.O. Ukhra, Dist. Burdwan, justifiably stopped Shri Damodar Roy Chowdhury, Fan Khalasi from 14th June, 1968? If so, what relief he is entitled?”

(ii) Details of the parties to the dispute indicating the name and addresses of the establishment or undertaking involved:—

Employers in relation to Kumardihi Colliery of M/s. Kumardihi Coal Co., P.O. Ukhra, Dist. Burdwan.

The workman represented through:—The workman himself.

(iii) Shri Damodar Roy Chowdhury, P.O. Kumardihi, Dist. Burdwan.

(iv) Total number of workmen engaged in the undertaking affected.. 1 (one).

(v) Estimated number of workmen affected or likely to be affected by the dispute....1 (one).

The decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within the period of 60 (sixty) days or within such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period mentioned above, the reference to arbitration shall automatically be cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties

(Sd.) J. N. GUPTA, Manager
Kumardihi Colliery, P.O. Ukhra,
District (Burdwan).

(Sd.) DAMODAR ROY CHOWDHURY,
P.O. and Vill. Kumardihi,
District (Burdwan).

Witnesses:

(1) (Sd.) ILLEGIBLE.

(2) (Sd.) ILLEGIBLE.

(Sd.) S. KRISHNAN.

3-6-1969

Asstt. Labour Commissioner (C) Raniganj

[No. 6/38/69-LR.II.]

S.O. 2927.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited, Post Office Asansol, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed:

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the order dated 31st March, 1969 issued by the management of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited, G. T. Road (West) Post Office Asansol to Shri Kalipada Banerjee, Overman, transferring him from Adjal Second Colliery to their Asansol Office with effect from 1st April, 1969, was lawful and justified? If not, to what relief is the workman entitled?

[No. 6/30/69-LR. II.]

P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 9th July 1969

S.O. 2928.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the matter under Section 33A of the said Act from Sri Durga Prosad and two others of M/s. Hooghly Lighterage Co., Calcutta, which was received by the Central Government on the 21st June 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

MISC. APPLICATION No. 51 OF 1969
(ARISING OUT OF REF. No. 50 OF 1968)

PARTIES:

Sri Durga Prosad and Two others. C/o. Dock Mazdoor Union, Calcutta. 27, Lake Place, Calcutta—29—Applicants.

Vs.

M/s. Hooghly Lighterage Co., 5, Dedar Bux Lane, Calcutta—Opp. Party.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Applicants—Shri P. Sen, General Secretary, Dock Mazdoor Union.

On behalf of Opp. Party—Shri N. C. Ghosh, Manager.

STATE: West Bengal.

INDUSTRY: Port & Dock.

AWARD

This is an application under Section 33A of the Industrial Disputes Act, 1947. I am not called upon to decide the dispute contained in the application, because the parties have filed a joint petition of compromise therein stating that they are not interested in proceeding further in the matter because of a settlement of the dispute. Since there is no dispute at present between the parties because of a settlement previously arrived at, I record a 'no dispute' award between the parties. Let the petition of settlement form part of this award.

2. Let the receipt submitted before this Court showing payment of costs as directed by order dated May, 23, 1969 be kept on record.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, June 13, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA.**

MISC. APPLICATION No. 51 OF 1969

PARTIES:

Sri Durga Prosad and two others, C/o. Dock Mazdoor Union, Calcutta, 27, Lake Place, Calcutta—29—*Applicant.*

Vs.

M/s. Hooghly Lighterage Co., 5, Dedar Bux Lane, Calcutta—*Opp. Party.*

The humble joint petition of both parties most respectfully sheweth:—

1. That the parties above named have settled their dispute between themselves and on the basis of the said settlement, applicants are not interested to proceed further with the application under Section 33A of the Industrial Dispute Act, 1947, filed before this Hon'ble Tribunal.
2. Three casual watchmen involved in criminal case, management shall give *No Objection Certificate* on being honourably acquitted of the charge.
3. Under the above circumstances, it is prayed that the above applications may be disposed of accordingly, and a no Dispute Award may be passed in terms of this settlement. And for this act of kindness your petitioners as in duty bound shall ever pray.

For Hooghly Lighterage Co.

(Sd.) N. C. GHOSH,
Manager.

(Sd.) P. SEN,
General Secy.

Dock Mazdoor Union.

(Sd.) Md. ZUBIR,

(Sd.) DURGA PROSAD,

(Sd.) Y. B. SIMON,

Dated, 13th June, 1969.

[No. 28/44/69-LWI-III]

ORDER

New Delhi, the 7th July 1969

S.O. 2929.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs M. Elias Private Limited, Calcutta and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

- “(1) Whether the action of the management of Messrs M. Elias Private Limited, Calcutta, in terminating the services of Sri S. K. Sen, Assistant, with effect from 18th April, 1969, was justified?”
- (ii) If not to what relief is the workman entitled?”

[No. 28/40/69-LWI-III.]

C. RAMDAS, Under Secy.

(Department of Labour and Employment)

New Delhi, the 9th July 1969

S.O. 2930.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the management of Messrs. H. G. Pandaya, Contractor, Gua Iron Ore Mines of Indian Iron and Steel Company Limited, Gua District, Singhbhum and their workmen, which was received by the Central Government on the 3rd July, 1969.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3)
AT DHANBAD**

REFERENCE No. 11 OF 1969

PRESENT:

Sri Sachidanand Sinha, M.A., M.L., *Presiding Officer.*

PARTIES:

Employers in relation to the management of Messrs H. G. Pandaya, Contractor, Gua Iron Ore Mines of Messrs Indian and Iron Steel Company Limited,

Vs.

Their workmen.

APPEARANCES:

For employers—Agent.

For workmen—Shri R. V. Burnell, Secretary.

INDUSTRY: Iron Ore.

STATE: Bihar.

Dhanbad, dated the 26th of June, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Messrs H. G. Pandaya, Contractor, Gua Iron Ore Mines of Indian and Iron Steel Company Limited, Post Office Gua, District Singhbhum and their workmen, by its order No. 37/1/69/LR1 dated the 11th of February, 1969 referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:—

SCHEDULE

Whether Messrs H. G. Pandya contractor at Gua Iron Ore Miners of Messrs Indian Iron and Steel Company Limited, Post Office Gua was justified in terminating the services of Mrs. Marsha Suren w/o Soban Suren with effect from the 29th June, 1968? If not, to what relief is she entitled?

2. Both the management and the Union on behalf of the workman have filed their written statements before me. It is unnecessary to state the respective cases of the parties as they have negotiated the dispute and have settled it amicably. They have filed a compromise petition at annexure 'A'. According to the terms of compromise the management has agreed to pay to Mrs. Marsha Suren a sum of Rs. 1250/- (Rupees One thousand two hundred and fifty only) as full and final compensation and full and final payment and the management has also agreed to pay the compensation immediately and henceforth this dispute has been treated as closed. The terms and conditions are satisfactory and are accepted. Accordingly an award is made in terms of the joint petition of compromise. A copy of annexure 'A' is annexed with the award which shall form part of the award. The award may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.

ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, AT DHANBAD.

IN THE MATTER OF AN INDUSTRIAL DISPUTES, RLE. No. 11 OF 1969

PARTIS:

(1) M/s. H. G. Pandya, Contractor, Gua Iron Ore Mines, IISCO. Ltd., P. O. Gua, Distt. Singhbhum, Bihar.

AND

(2) Their workmen, represented by the Gua Mines Employees' Union, Gua, Post Office Gua, Distt. Singhbhum, Bihar.

Both the parties oeg to sheweth:—

(1) That M/s. H. G. Pandya, Contractor, Gua Iron Ore Mines, IISCO. Ltd., Gua terminated the services of Mrs. Marsha Suren, Recruiting Mate and thereafter the Union raised an industrial dispute which resulted in present Reference No. 11 of 1969.

(2) That both the parties submit before your Lordship that the parties after long discussions have arrived into the settlement, the terms of which are as follows:—

"That M/s. H. G. Pandya, Contractor, Gua Iron Ore Mines, IISCO. Ltd., (employers) hereby agree to mitigate the dispute pertaining to the dismissal of Mrs. Marsha Suren, Recruiting Mate by paying Mrs. Marsha Suren a sum of Rs. 1250.00 (Rupees One thousand two hundred and fifty only) as full and final compensation and thereafter she shall have no further claim and this payment shall be final.

That the Gua Mines Employees' Union, Gua agree to the above terms and conditions and henceforth this dispute shall be treated as closed.

That M/s. H. G. Pandya, Contractor, Gua Iron Ore Mines, Gua, agree to effect the payment of the compensation immediately."

In view of the above terms of mutual settlement, both the parties pray to your honour to give an award accordingly and for which act of your kindness, we shall ever pray as duty bound.

On behalf of the H G Pandya, Contractor, Gua Iron Ore Mines, IISCO, Ltd, Gua.
Sd./-

Agent.

On behalf of the Gua Mines Employees, Union, Gua,
(Sd.) R. K. NAIR, General Secy.
(Sd.) R. V. BURNEL, Secretary.
(Sd.) S. K. Roy, Treasurer.

Witness:—

1. (Sd.) PRATAP SINGH.

[No. 37/1/69-LR.IV.]
P. C. MISRA, Under Secy.